

Watervliet Housing Authority

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

PHA Plan Agency Identification

PHA Name: Watervliet Housing Authority

PHA Number: NY025

PHA Fiscal Year Beginning: 10/01/00

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☒ The PHA's mission is: (state mission here)

The mission of the Watervliet Housing Authority is to provide safe, decent and affordable housing to its residents in the most cost-effective manner possible. We want to continue to provide housing stock that the City's residents are proud of their existence. By partnering with other, we offer rental assistance and other related services to our community in a non-discriminatory manor.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- ☐ PHA Goal: Expand the supply of assisted housing
- Objectives:
- ☐ Apply for additional rental vouchers:
 - ☐ Reduce public housing vacancies:
 - ☐ Leverage private or other public funds to create additional housing opportunities:
 - ☐ Acquire or build units or developments

☐ Other (list below)

☐ PHA Goal: Improve the quality of assisted housing

Objectives:

- ☐ Improve public housing management: (PHAS score)
- ☐ Improve voucher management: (SEMAP score)
- ☐ Increase customer satisfaction:
- ☐ Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
- ☐ Renovate or modernize public housing units:
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☐ PHA Goal: Increase assisted housing choices

Objectives:

- ☐ Provide voucher mobility counseling:
- ☐ Conduct outreach efforts to potential voucher landlords
- ☐ Increase voucher payment standards
- ☐ Implement voucher homeownership program:
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☐ PHA Goal: Provide an improved living environment

Objectives:

- ☐ Implement measures to Deconcentration poverty by bringing higher income public housing households into lower income developments:
- ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☐ Implement public housing security improvements:
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- ☐ PHA Goal: Promote self-sufficiency and asset development of assisted households
- Objectives:
- ☐ Increase the number and percentage of employed persons in assisted families:
 - ☐ Provide or attract supportive services to improve assistance recipients' employability:
 - ☐ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - ☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- ☐ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
- Objectives:
- ☐ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - ☐ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - ☐ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

The goals and objectives adopted by the WATERVLIET Housing Authority are:

Goal One: Manage the WATERVLIET Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.

Objectives:

1. HUD shall recognize the WATERVLIET Housing Authority as a high performer by December 31, 2004.

2. The WATERVLIET Housing Authority shall make our public housing units more marketable to the community as evidenced by an increase in our waiting list to one that requires a six-month wait for housing by December 31, 2004.
3. The WATERVLIET Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.

Goal Two: Provide a safe and secure environment in the WATERVLIET Housing Authority's public housing developments.

Objectives:

1. The WATERVLIET Housing Authority shall reduce crime in its developments so that the crime rate is less than their surrounding neighborhood by December 31, 2004.
2. The WATERVLIET Housing Authority shall refine the memorandum of understanding between the jurisdiction's police force and this agency. The purpose of this is to better define the "edge problem" of crime that occurs near our developments and develop strategies for identifying and reducing this problem.
3. The WATERVLIET Housing Authority shall reduce its evictions due to violations of criminal laws by 75% by December 31, 2004, through aggressive screening procedures.

Goal Three: Expand the range and quality of housing choices available to participants in the WATERVLIET Housing Authority's tenant-based assistance program.

Objectives:

1. The WATERVLIET Housing Authority shall establish a program to help people use its tenant-based program to become homeowners by December 31, 2004.
2. The WATERVLIET Housing Authority shall achieve and sustain a utilization rate of 25% by December 31, 2004, in its tenant-based program.

3. The WATERVLIET Housing Authority shall attract 20 new landlords who want to participate in the program by December 31, 2000.

Annual PHA Plan PHA Fiscal Year 2000

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

☐ **Standard Plan**

Streamlined Plan:

- ☒ **High Performing PHA**
☐ **Small Agency (<250 Public Housing Units)**
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The WATERVLIET Housing Authority has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

We have adopted the following mission statement to guide the activities of the WATERVLIET Housing Authority.

The mission of the Watervliet Housing Authority is to provide safe, decent and affordable housing to its residents in the most cost-effective manner possible. We want to continue to provide housing stock that the City's residents are proud of their existence. By partnering with other, we offer rental assistance and other related services to our community in a non-discriminatory manor.

We have also adopted the following goals and objectives for the next five years.

Goal One: Manage the WATERVLIET Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.

Objectives:

1. HUD shall recognize the WATERVLIET Housing Authority as a high performer by December 31, 2004.
2. The WATERVLIET Housing Authority shall make our public housing units more marketable to the community as evidenced by an increase in our waiting list to one that requires a six-month wait for housing by December 31, 2004.
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2. The WATERVLIET Housing Authority shall achieve and sustain a utilization rate of 25% by December 31, 2004, in its tenant-based program.
3. The WATERVLIET Housing Authority shall attract 20 new landlords who want to participate in the program by December 31, 2000

Our Annual Plan is based on the premise that if we accomplish our goals and objectives we will be working towards the achievement of our mission.

The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives and are consistent with the Consolidated Plan for the State of New York. The following are a few highlights of our Annual Plan.

- ◆ We have adopted local preferences. Families who are elderly, disabled, or displaced will be offered housing before other single persons.
- ◆ We have adopted an aggressive screening policy for public housing to ensure to the best of our ability that new admissions will be good neighbors. Our screening practices meet all fair housing requirements.
- ◆ We have established a minimum rent of \$50.00 for our public housing program.
- ◆ We have established flat rents for our public housing developments.

In summary, we are on course to improve the condition of affordable housing in the City of Watervliet, New York.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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6. Grievance Procedures
7. Capital Improvement Needs
8. Demolition and Disposition
9. Designation of Housing
10. Conversions of Public Housing
11. Homeownership
12. Community Service Programs
13. Crime and Safety
14. Pets (Inactive for January 1 PHAs)
15. Civil Rights Certifications (included with PHA Plan Certifications)
16. Audit
17. Asset Management
18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- ☒ Admissions Policy for Deconcentration

Attachment NY025a01 Watervliet Housing Authority Admissions and Continued Occupancy Policy

- ☒ FY 2000 Capital Fund Program Annual Statement

Included in the PHA Plan text

- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- ☐ PHA Management Organizational Chart
- ☒ FY 2000 Capital Fund Program 5 Year Action Plan

Included in this PHA Plan Text

- ☒ Public Housing Drug Elimination Program (PHDEP) Plan

Attachment NY025c01 – Watervliet Housing Authority Public Housing Drug Elimination Program Plan

- ☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)

Included in this PHA Plan text

- ☒ Other (List below, providing each attachment name)

Attachment NY025b01 Watervliet Housing Authority Section 8 Program Administrative Plan

Attachment NY025d01 Watervliet Housing Authority Definition of Substantial Deviation and Significant Amendment or Modification

Attachment NY025e01 Watervliet Housing Authority Resident Services and Satisfaction Survey Follow-up Plan

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to	Annual Plan: Housing Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	support statement of housing needs in the jurisdiction	
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with Deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required Deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
NA	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
NA	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
NA	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
NA	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
NA	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
NA	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
NA	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
NA	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
NA	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by

completing the following table. In the “Overall” Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Locati on
Income <= 30% of AMI	7331						
Income >30% but <=50% of AMI	5136						
Income >50% but <80% of AMI	4574						
Elderly	5118						
Families with Disabilities	NA						
Race/Ethnicity- Black	5477						
Race/Ethnicity- Hispanic	825						
Race/Ethnicity- Native American	128						
Race/Ethnicity- Asian/Pacific Is	623						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s **State of New York, Albany County**
Indicate year: 1999
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- ☐ American Housing Survey data
Indicate year:
- ☐ Other housing market study
Indicate year:
- ☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	332		30-40
Extremely low income <=30% AMI	208	63%	
Very low income (>30% but <=50% AMI)	66	20%	
Low income (>50% but <80% AMI)	10	3%	
Families with children	175		
Elderly families	22		
Families with Disabilities	33		
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Characteristics by			

Housing Needs of Families on the Waiting List			
Bedroom Size (Public Housing Only)			
1BR	99		
2 BR	67		
3 BR	86		
4 BR	22		
5 BR	0		
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance <input type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	104		
Extremely low income <=30% AMI	76		
Very low income (>30% but <=50% AMI)	28		
Low income (>50% but <80% AMI)			
Families with children	59		
Elderly families	21		
Families with Disabilities	15		
Race/ethnicity	White 67		

Housing Needs of Families on the Waiting List			
Race/ethnicity	Black 31		
Race/ethnicity	Asian 0		
Race/ethnicity	American/Esk 2		
Characteristics by Bedroom Size (Public Housing Only)	NA	NA	NA
1BR	26		
2 BR	36		
3 BR	36		
4 BR	5		
5 BR	1		
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☐ Reduce turnover time for vacated public housing units
- ☐ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development

- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☐ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☐ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☐ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- ☐ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☒ Other: (list below)
Use ads to promote available units in bulk mailings, church bulletins, etc.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- ☐ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☒ Other: (list below)
Use ads to promote available units in bulk mailings, church bulletins, etc.

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☐ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☐ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community
- ☐ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☐ Results of consultation with local or state government
- ☐ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	\$149,621	
b) Public Housing Capital Fund	\$471,295	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$478,149	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$67,000	
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Comp Grant 1998	\$98,434	
Comp Grant 1999	\$406,166	
Drug Grant 1998	\$28,081	
Drug Grant 1999	\$64,302	
3. Public Housing Dwelling Rental Income	\$797,150	
4. Other income (list below)		
Investments	\$38,620	
4. Non-federal sources (list below)		
Total resources	\$2,598,818	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☒ When families are within a certain number of being offered a unit: 1
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☐ Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

- ☒ PHA main administrative office

- ☐ PHA development site management office
☒ Other (list below)
Web site at www.watervliethousing.org

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
 - ☐ PHA main administrative office
 - ☐ All PHA development management offices
 - ☐ Management offices at developments with site-based waiting lists
 - ☐ At the development to which they would like to apply
 - ☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- ☐ One
☒ Two
☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☒ Emergencies
☐ Overhoused
☐ Underhoused
☐ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)

- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

2 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
 Victims of domestic violence
 Substandard housing
 Homelessness
 High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans’ families
- ☒ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☒ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA-resident lease
- ☒ The PHA's Admissions and (Continued) Occupancy policy
- ☒ PHA briefing seminars or written materials
- ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☒ At an annual reexamination and lease renewal
- ☒ Any time family composition changes
- ☒ At family request for revision
- ☐ Other (list)

(6) Deconcentration and Income Mixing

This section intentionally left blank in accordance with HUD PIH Notice 99-51.

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote Deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote Deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- ☐ Adoption of site-based waiting lists
If selected, list targeted developments below:
- ☐ Employing waiting list "skipping" to achieve Deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- ☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for Deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage Deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

- b. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☒ Criminal or drug-related activity
- ☒ Other (describe below)
- Prior landlord history**

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- ☒ PHA main administrative office
- ☒ Other (list below) **Web site www.watervliethousing.org**

(3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

Where applicant has shown extensive searching for a unit by providing proof of actual apartments they have been in search of or a medical emergency.

(4) Admissions Preferences

a. Income targeting

- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either

through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Victims of domestic violence

Substandard housing

Homelessness

High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- ☒ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

- a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

- b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☐ Through published notices
☐ Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

- a. Use of discretionary policies: (select one)

- ☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25
☒ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

- ☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families

☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)
(select one)

- ☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never

- ☐ At family option
- ☒ Any time the family experiences an income increase
- ☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- ☐ Other (list below)

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☒ The section 8 rent reasonableness study of comparable housing
- ☒ Survey of rents listed in local newspaper
- ☐ Survey of similar unassisted units in the neighborhood
- ☒ Other (list/describe below)

A licensed real estate broker conducted an analysis and was used to support the recommendations of what the Section 8 reasonableness reports stated.

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
- ☒ 100% of FMR
- ☐ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

(select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or sub market
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or sub market
- ☐ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☐ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
- ☐ \$1-\$25
- ☒ \$26-\$50

b. ☐ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

The Watervliet Housing Authority is a high performing agency and not required to complete this section.

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☐ An organization chart showing the PHA's management structure and organization is attached.
- ☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

The Watervliet Housing Authority is a high performing agency and not required to complete this section.

A. Public Housing

1. ☐ Yes ☐ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- ☐ PHA main administrative office
- ☐ PHA development management offices
- ☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- ☐ PHA main administrative office
- ☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☐

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

☒

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number NY06P02550100 FFY of Grant Approval: (10/01/2000)

☒ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	\$94,259
3	1408 Management Improvements	\$40,000
4	1410 Administration	\$8,000
5	1411 Audit	\$2,000
6	1415 Liquidated Damages	
7	1430 Fees and Costs	\$8,000
8	1440 Site Acquisition	
9	1450 Site Improvement	\$55,000
10	1460 Dwelling Structures	\$222,036
11	1465.1 Dwelling Equipment-Nonexpendable	\$25,000
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	\$25,000
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	\$471,295
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
NY 25-1/M.J.Day	Replacement of sidewalks	1450	5000
	Landscaping	1450	9000
	Sanding of Hardwood floors	1460	15000
	Replacement of worn or damaged kitchen cabinets	1460	15000
	Replacement of Refrigerators	1465	5000
	Replacement of Ranges	1465	8000
	Interior plumbing improvements	1460	1000
	Site lights improvements	1450	1000
	Improvements to Boiler Plant	1460	10000
	Install Bath Vent fans	1460	10,000
	Install vat tile in Kitchens	1460	5000
	Install Ceramic floors in Bathrooms	1460	6000
	Storm door replacement	1460	19000
	Replace closet doors	1460	1000
NY 25-2/ Hilton	Replacement of sidewalks	1450	3000
	Landscaping	1450	3000
	Sanding of Hardwood floors	1460	1000
	Replacement of worn or damaged kitchen cabinets	1460	1000
	Replacement of Refrigerators	1465	5000
	Replacement of Ranges	1465	1000
	Install vent fans in Bathrooms	1460	3000
	Interior plumbing improvements	1460	1500
	Site lights improvements	1450	1000
	Improvements to 6 boiler rooms piping	1460	1000
	Install VAT tile in Kitchens	1460	1000
	Replace closet doors	1460	1000

NY 25-3/ Quinn	Replacement of sidewalks	1450	5000
	Landscaping	1450	9000
	Sanding of Hardwood floors	1460	4000
	Replacement of worn or damaged kitchen cabinets	1460	2000
	Replacement of Refrigerators	1465	1000
	Replacement of Ranges	1465	1000
	Interior plumbing improvements	1460	2000
NY25-4 Joslin	Site lights improvements	1450	1000
	Upgrade the boiler room piping and controls	1460	6000
	Repair VAT floors in Kitchen	1460	3000
	Replacement of sidewalks	1450	3000
	Convert DHW from electric to gas	1460	64036
	Landscaping	1450	6000
	Replacement of VAT floors	1460	3000
	Replacement of worn or damaged kitchen cabinets	1460	4000
	Replacement of Refrigerators	1465	1000
	Replacement of Ranges	1465	1000
	Interior plumbing improvements	1460	1500
NY 25-5 Hanratta	Site lights improvements	1450	3000
	Replace damaged closet doors	1460	3000
	Replacement of sidewalks	1450	1000
	Landscaping	1450	3000
	Replacement of VAT floors	1460	2000
	Replacement of worn or damaged kitchen cabinets	1460	2000
	Replacement of Refrigerators	1465	1000
	Replacement of Ranges	1465	1000
	Interior plumbing improvements	1460	1000
	Site lights improvements	1450	2000
	Ventilator fan replacement	1460	8000
	Re work front entrance for better accessibility	1460	15000
	Boiler work upgrades	1460	2000
	Re insulate interior walls	1460	8000
PHA Wide	A/E services for Tech plans/specs	1430	8000
	Salaries for Mod Work	1410	8000
	Purchase of maintenance equipment	1475	25000

	Staff Training	1408	10000
	Computer upgrade of software	1408	10000
	Office equipment, copier	1408	20000

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
NY25-1 Day	9/30/02	9/30/03
NY25-2 Hilton	9/30/02	9/30/03
NY25-3 Quinn	9/30/02	9/30/03
NY25-4 Joslin	9/30/02	9/30/03
NY25-5 Hanratta	9/30/02	9/30/03

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

☒ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
NY025-1	Michael J. Day	90	0%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Roof Replacements		\$125,000	2004
Boiler replacement with pumps		50,000	2003
Landscaping and sidewalks		75,000	2001
Replacement of heating lines		50,000	2004
New Refrigerators and Ranges		25,000	2001
Repair to floors and wall of Bathrooms		25,000	2003
Sanding of hardwood floors		15,000	2001
Replacement of kitchen cabinets		30,000	2001
Replacement of VAT floors in Kitchens		30,000	2001
Replacement of Bedroom doors		75,000	2003
Replacement of Bedroom closet doors		75,000	2002
Installation of new lock system		25,000	2001
Installation of interior replacement lighting		30,000	2002
Replacement of exterior concrete porches		50,000	2003
Improved electrical outlets, gfi's etc.		30,000	2001
Work on master antenna system		25,000	2002
Improved plumbing lines in kitchen an bath		50,000	2004
Replace kitchen exhaust fans		25,000	2003
Re pave parking lot		65,000	2002
Install new mail boxes		3,000	2002
Caulk exterior windows and doors		25,000	2004
Repair exterior motor joints to buildings		10,000	2004
Replace smoke detectors		2,000	2001
Repair concrete foundations		5,000	2002
Replace storm doors		29,000	2004
Complete tree pruning		4,000	2003
Total estimated cost over next 5 years		\$953,000	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
NY025-2	Abram Hilton	30	0%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Roof Replacements		\$30,000	2003
Boiler replacement with pumps		10,000	2003
Landscaping and sidewalks		50,000	2002
Replacement of heating lines		10,000	2003
New Refrigerators and Ranges		10,000	2001
Repair to floors and wall of Bathrooms		10,000	2002
Sanding of hardwood floors		5,000	2001
Replacement of kitchen cabinets		10,000	2002
Replacement of VAT floors in Kitchens		10,000	2001
Replacement of Bedroom doors		5,000	2002
Replacement of Bedroom closet doors		10,000	2003
Installation of new lock system		12,000	2004
Installation of interior replacement lighting		16,000	2003
Re pave parking lot		15,000	2002
Improved electrical outlets, gfi's etc		6,000	2002
Improved laundry facility		2,000	2001
Work on master antenna system		5,000	2002
Improved plumbing lines in kitchen and bath		10,000	2003
Replace kitchen exhaust fans		5,000	2004
Install new mailboxes		1,500	2003
Caulk exterior windows and doors		8,000	2004
Repair exterior motor joints to buildings		4,000	2004
Replace smoke detectors		1,500	2001
Replace storm doors		17,000	2004
Complete tree pruning		3,000	2002
Total estimated cost over next 5 years		\$266,000	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
NY025-3	Daniel P. Quinn	60	0%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Roof Replacements		25,000	2004
Boiler replacement with pumps		10,000	2001
Landscaping and sidewalks		25,000	2001
Replacement of heating lines		50,000	2004
New Refrigerators and Ranges		25,000	2002
Repair to floors and wall of Bathrooms		10,000	2004
Sanding of hardwood floors		10,000	2003
Replacement of kitchen cabinets		15,000	2004
Replacement of VAT floors in Kitchens		5,000	2001
Installation of new lock system		12,000	2002
Installation of interior replacement lighting		10,000	2001
Improve community room furnishing		6,000	2002
Replace porch decking		55,000	2003
Improve electrical outlet, gfi's etc		15,000	2002
Improve handicapped accessibility for seniors		45,000	2004
Improve security at apartments		25,000	2004
Install new mailboxes		15,000	2002
Improve plumbing lines in kitchen an baths		12,000	2003
Caulk exterior windows and doors		25,000	2003
Repair exterior motor joints to buildings		10,000	2003
Replace smoke detectors		1,800	2001
Complete tree pruning		2,000	2003
Total estimated cost over next 5 years		\$408,800	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
NY025-4	Edwin Joslin	58	0%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Roof Replacements		150,000	2004
Landscaping and sidewalks		75,000	2001
Replace kitchen exhaust fans		12,000	2004
New Refrigerators and Ranges		25,000	2003
Repair to floors and wall of Bathrooms		25,000	2003
Replacement of vat floors		20,000	2002
Replacement of kitchen cabinets		50,000	2004
Replacement of VAT floors in Kitchens		15,000	2001
Replacement of laundry machines		3,000	2004
Replacement of Bedroom closet doors		25,000	2002
Installation of new lock system		10,000	2002
Installation of interior replacement lighting		20,000	2003
Re pave parking area		20,000	2002
Improve plumbing in kitchen an bathroom		10,000	2002
Improved site lighting		9,000	2004
Convert DHW from electric to gas		12,000	2003
Caulk exterior windows and doors		18,000	2003
Repair exterior motor joints to buildings		12,000	2002
Replace smoke detectors		3,000	2003
Install carbon monoxide detectors		1,800	2001
Comple t e tree pruning		2,000	2003
Total estimated cost over next 5 years		\$517,800	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
NY025-5	Eugene Hanratta	58	0%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Improve hallways for more attractive appearance		75,000	2003
Boiler replacement with pumps		15,000	2004
Landscaping and sidewalks		65,000	2004
Improve handicapped features for seniors		50,000	2003
New Refrigerators and Ranges		15,000	2003
Repair to floors and wall of Bathrooms		15,000	2001
Replacement of vat floors		15,000	2003
Replacement of kitchen cabinets		15,000	2004
Improve plumbing in kitchen and baths		15,000	2003
Install new compactor		35,000	2002
Replacement of Bedroom closet doors		8,000	2004
Install new Generator		75,000	2004
Installation of new lock system		15,000	2002
Installation of interior replacement lighting		18,000	2002
Improve security system for seniors		8,000	2003
Improve community room design and furnishings		5,000	2002
Repave parking lot		25,000	2003
Improvement to sprinkler system		15,000	2002
Caulk exterior of building windows		35,000	2004
Improve the ventilations system and roof fans		60,000	2002
Replace smoke detectors		1,800	2001
Install carbon monoxide detectors		1,800	2001
Install new flooring in hallways		75,000	2004
Upgrade elevator		25,000	2004
New roof and coping		80,000	2004
Total estimated cost over next 5 years		\$762,600	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
	PHA Wide		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Employment		25,000	2001,2002,2003,200
Computer Software/Training		85,000	2001,2002,2003,200
Employee Training		35,000	2001,2002,2003,200
Advertising		5,000	2001,2002,2003,200
Mod Salaries		90,000	2001,2002,2003,200
Mod Benefits		30,000	2001,2002,2003,200
Travel		9,000	2001,2002,2003,200
A/E Services		65,000	2001,2002,2003,200
Consultant		15,000	2001,2002,2003,200
Two New Maintenance vehicles 4x4 truck		48,000	2001
New Maintenance equipment, tractor and utility carts		105,000	2002
New Office Vehicle		22,000	2003
Replacement of hand and shop tools to comply with code		8,000	2002
Upgrade security at administration office		3,000	2002
Total estimated cost over next 5 years		\$545,000	

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - ☐ Revitalization Plan under development
 - ☐ Revitalization Plan submitted, pending approval
 - ☐ Revitalization Plan approved
 - ☐ Activities pursuant to an approved Revitalization Plan underway

- ☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
- If yes, list development name/s below:

- ☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:

- ☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for

occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	<p>Occupancy by only the elderly <input type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
3. Application status (select one)	<p>Approved; included in the PHA’s Designation Plan <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
4. Date this designation approved, submitted, or planned for submission:	<u>(DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one)	<p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
6. Number of units affected:	
7. Coverage of action (select one)	<p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

**A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD
FY 1996 HUD Appropriations Act**

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)

- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset

Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: 1b. Development (project) number:	
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	

B. Section 8 Tenant Based Assistance

1. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- ☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants
- ☐ 26 - 50 participants
- ☐ 51 to 100 participants
- ☐ more than 100 participants

b. PHA-established eligibility criteria

- ☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

The Watervliet Housing Authority is a high performing agency and not required to complete this section.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- ☐ Yes ☒ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☐ Client referrals
- ☐ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare-to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

(select all that apply)

- ☐ Public housing rent determination policies
- ☐ Public housing admissions policies
- ☐ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☐ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- ☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- ☐ Informing residents of new policy on admission and reexamination
- ☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
- ☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☐ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☐ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
- ☐ Crime Prevention Through Environmental Design

- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action
- ☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☐ Police regularly testify in and otherwise support eviction cases
- ☐ Police regularly meet with the PHA management and residents
- ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- ☒ Yes ☐ No: This PHDEP Plan is an Attachment.

Attachment NY025c01 – Watervliet Housing Authority Public Housing Drug Elimination Program Plan

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component.
High performing and small PHAs are not required to complete this component.

The Watervliet Housing Authority is a high performing agency and not required to complete this section.

1. ☐ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - ☐ Not applicable
 - ☐ Private management
 - ☐ Development-based accounting
 - ☐ Comprehensive stock assessment
 - ☐ Other: (list below)

3. ☐ Yes ☐ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- ☐ Attached at Attachment (File name)
- ☒ Provided below: **The Resident Advisory Board met several times during the past 6 months. The final comments on the plan requested that Bathroom exhaust fans be included in the Capital Plan. General comments on the pet policy was also received. The board was in full support of the plan each member received a copy of the plan, Sec 8 Admin Plan and the ACOP for their review.**
3. In what manner did the PHA address those comments? (select all that apply)
- ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
- ☒ The PHA changed portions of the PHA Plan in response to comments
List changes below: **Capital plan was revised to include bathroom fans and the pet policy was changed specifically the weight limit on the pet.**
- ☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☒ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)
3. Description of Resident Election Process
- a. Nomination of candidates for place on the ballot: (select all that apply)
- ☐ Candidates were nominated by resident and assisted family organizations

- ☒ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☐ Other: (describe)

b. Eligible candidates: (select one)

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- ☒ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

c. Eligible voters: (select all that apply)

- ☒ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: **State of New York**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☐ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- The Watervliet Housing Authority will continue to maintain and renovate its public housing units.
- The Watervliet Housing Authority will continue to provide accessible housing in its public housing program to persons with disabilities.

- The Watervliet Housing Authority will continue to market its public housing program to make families and individuals aware of the availability of decent, safe, sanitary and affordable housing in the City of Watervliet.
- The Watervliet Housing Authority Admission and Continued Occupancy Policy (ACOP) requirements are established and designed to:
 - A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (1) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (2) Insuring the fiscal stability of the Watervliet Housing Authority.
 - (3) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to Watervliet Housing Authority employees.
 - (4) Insuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
 - B. Facilitate the efficient management of the Watervliet Housing Authority and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Watervliet Housing Authority inventory and staff.
 - C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The New York State Consolidated Plan establishes three strategic objectives that are of equal importance and form the basis of New York State's strategy:

1. Preserve and increase the supply of decent, safe and affordable housing available to all low and moderate income households, and help identify and develop available resources to assist in the development of housing.

The need analysis describes a shortage of affordable housing units in New York State. By increasing the number of decent and affordable housing units, New York State will be addressing each of the housing problems: overcrowding, substandard units, and cost burden. The State plan includes the increase of the supply of decent and affordable housing by assisting in the financing of new construction, substantial rehabilitation, and conversion of previously nonresidential properties. While not specifically targeting funds in the Consolidated Plan for such programs, New York State believes it has a vested interest in the federal government's commitment to continue to provide resources for the operations, maintenance and preservation of Section 8 and public housing. The Consolidate Plan states: "The preservation of this irreplaceable low-income housing asset should remain a federal priority. Specifically, the federal government should maintain its commitment to rental assistance, preservation of housing eligible for mortgage prepayment and funding for operations, repairs, maintenance and modernization of public housing."

2. Improve the ability of low and moderate income New Yorkers to access rental and home-ownership opportunities.

Cost burden is identified as the most widespread of all the various housing problems by New Yorkers. Cost burden disproportionately affects New Yorkers with low and moderate incomes. Renters make up the substantial majority of households with cost burden.

The Consolidate Plan includes the provision of rental assistance where possible and also to providing home-ownership opportunities to low-income and minority households. State housing agencies are encouraged to apply for Section 8 program funding.

The Consolidated Plan notes that there are insufficient Federal and State capital subsidies to increase the supply of affordable housing to address the problems of all those with cost burdens.

Additional strategies include making mortgages available with below market interest rates to first-time home - buyers and providing rehabilitation assistance to low-income homeowners.

3. Address the shelter, housing, and service needs of the homeless poor and others with special needs.

The Consolidated Plan reflects that the demand for housing and supportive assistance for the homeless far exceeds the supply; particularly, the frail elderly, disabled, and other segments of the Population requiring supportive living arrangements or services.

Among the programs to be utilized, are the various Section 8 programs.

The Consolidated Plan addresses Public Housing Resident Initiatives. The Plan states that “the State of New York does not directly own or administer Federal public housing. Therefore the requirements of this section of the Consolidated Plan do not apply to the State of New York.”

“The State does have a State public housing program as noted in the Needs Assessment. Tenant participation in the management of housing authorities is not only encouraged in this State, but mandated in New York’s Public Housing Law, which provides that authorities having a population under one million be composed of up to seven members, including two tenants elected by public housing residents. The underlying philosophy has been to ensure that tenants’ needs and concerns are effectively communicated to the governing body of the authority and, when necessary, to DHCR, as the supervising State agency.”

The use of the term “low and moderate income households” includes all households at or below 80 percent of median income. Extremely low-income households are included in this category which has been identified in the needs analysis as having the highest magnitude of housing problems.

The New York State Objectives respond to the purposes of the National Affordable Housing Act that are:

1. to help families not owning a home to save for a down payment for the purchase of a home;
2. to retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purposes with Federal assistance;
3. to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of housing affordable to low-income and moderate-income families;
4. to expand and improve Federal rental assistance for very low-income families; and

5. to increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

In summary, the New York State Consolidated Plan strategies are consistent with and support the goals and objectives of the Watervliet Housing Authority.

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

The final Agency Plan Rule contains a requirement in 24 CFR 903.7® that agency plans contain a locally derived definition of “substantial deviation” and “significant amendment or modification.”

The Watervliet Housing Authority has adopted a definition of substantial deviation and significant amendment or modification. That definition is provided in:

Attachment NY025d01 – Watervliet Housing Authority Definition of Substantial Deviation and Significant Amendment or Modification

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment NY025a01 – Watervliet Housing Authority Admissions and Continued Occupancy Policy

Attachment NY025b01 - Watervliet Housing Authority Section 8 Program Administrative Plan

Attachment NY025c01 - Watervliet Housing Authority Public Housing Drug Elimination Program Plan

Attachment NY025d01 - Watervliet Housing Authority Definition of Substantial Deviation and Significant Amendment or Modification

Attachment NY025e01 - Watervliet Housing Authority Resident Services and Satisfaction Survey Follow-up Plan

PHA Plan
Table Library

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>

ACOP

STATEMENT OF POLICIES GOVERNING ADMISSION AND CONTINUED CCUPANCY
OF THE LOW RENT HOUSING

STATEMENT OF POLICIES GOVERNING ADMISSION AND CONTINUED OCCUPANCY OF THE LOW RENT HOUSING PROJECTS OF THE WATERVLIET HOUSING AUTHORITY

Charles V. Patricelli
Executive Director

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STATEMENT OF POLICIES GOVERNING ADMISSION AND CONTINUED OCCUPANCY OF THE LOW RENT HOUSING PROJECTS OF THE WATERVLIET HOUSING AUTHORITY (ACOP)

In the operation of its low rent housing projects, it will be the policy of the Watervliet Housing Authority, hereafter referred to as the WHA, to establish eligibility criteria that governs admission to, and continued occupancy of, its units, in order to accomplish its objectives. Those objectives are to provide decent, safe, and sanitary housing for families and persons of very low income, and low income, in the most economical way possible. Housing is a privilege and shouldn't be regarded as housing of last resort and shouldn't be abused.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

1.0 FAIR HOUSING

It is the policy of the WATERVLIET Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the WATERVLIET Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the WATERVLIET Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the WATERVLIET Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The WATERVLIET Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The WATERVLIET Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the WATERVLIET Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the WATERVLIET Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always

apparent, the WATERVLIET Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations. If a tenant of the Authority develops a disability all reasonable accommodations will be made for the tenant so that such accommodations will help make the apartment a comfortable place to live. Tenants are encouraged to tell us of their needs such as hearing aids for smoke detection, toilet facilities, etc.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the WATERVLIET Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the WATERVLIET Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The WATERVLIET Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

3. 1. Would the accommodation constitute a fundamental alteration? The WATERVLIET Housing Authority's business is housing. If the request would alter the fundamental business that the WATERVLIET Housing Authority conducts, that would not be reasonable. For instance, the WATERVLIET Housing Authority would deny a request to have the WATERVLIET Housing Authority do grocery shopping for a person with disabilities.

4.

5. 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If

the cost would be an undue burden, the WATERVLIET Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is they need; however, the WATERVLIET Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the WATERVLIET Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the WATERVLIET Housing Authority's programs and services, the WATERVLIET Housing Authority retains the right to select the most efficient or economic choice.

3. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the WATERVLIET Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the WATERVLIET Housing Authority will seek to have the same entity pay for any restoration costs.
3. If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the WATERVLIET Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

15.

3.0 Services For Non-English Speaking Applicants and Residents

The WATERVLIET Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

SPANISH

4.0 Family Outreach

The WATERVLIET Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the WATERVLIET Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The WATERVLIET Housing Authority will also try to utilize public service announcements. Also the WHA has created a TV station of its own to promote anti-drug messages. Also in this is a bulletin board program that we can promote to the entire city population that subscribes to the local cable station. This outreach makes it possible to reach the city residents with public service announcements. Also the WHA has created a web site called www.watervliethousing.org that anyone having access to the internet can obtain current accouchements, copies of monthly newsletters, application for all housing programs and city news and interesting links for the area.

The WATERVLIET Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 Right to Privacy

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 Required Postings

There shall be maintained in the WHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current WATERVLIET Housing Authority Notices
- M. Security Deposit charges

15.

7.0 Taking Applications

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**Watervliet Housing Authority
2400 Second Ave.
Watervliet, New York 12189**

Applications are taken to compile a waiting list. Due to the demand for housing in the WATERVLIET Housing Authority jurisdiction, the WATERVLIET Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the WATERVLIET Housing Authority will preliminarily verify the information.

Applications may be made in person at the main office Monday through Friday from 8 am to 4 pm or can applications can be obtained via the internet at our web site at www.watervliethousing.org

The completed application will be dated and time stamped upon its return to the WATERVLIET Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the WATERVLIET Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the WATERVLIET Housing Authority will make a preliminary determination of eligibility. The WATERVLIET Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the WATERVLIET Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The WATERVLIET Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The WATERVLIET Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program. When the applicant is interviewed by the Authority the applicant will be informed of the complexes operated by the Authority for which they will be considered. The applicant will be informed of the requirements and any major differences in the accommodations within each of the complexes. The applicant will also be informed of the factors affecting the priority and the preferences status of his/her application.

Once the application is completed and the WHA finds it need to fill units, applicants are then shown a video that describes the policies and requirements of both the tenants and the WHA. All adult members must attend the video.

The Executive Director reviews these policies with the tenants and goes over the information on the applicants application. Final income verification is completed after the apartment is offered to the tenant.

Briefing Attendance Requirement: - All families (head of household) are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the WHA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant to keep a scheduled check-in, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

8.0 Eligibility For Admission

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the WATERVLIET Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

- 3.
4. A. Family status.
 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 15. 2. An **elderly family**, which is:
 16. a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
 3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
 4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.

15. 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
15. 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.
3. B. Income eligibility
 15. 1. To be eligible for admission to developments the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
 16. 2. Income limits apply only at admission and are not applicable for continued occupancy.
 15. 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the WATERVLIET Housing Authority.
 16. 4. If the WATERVLIET Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
 15. 5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
 15. 6. If there are no eligible families on the waiting list and the Watervliet Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.
 - 15.
3. C. Citizenship/Eligibility Status
 15. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

15. Family eligibility for assistance.

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

3. D. Social Security Number Documentation

To be eligible, all family must provide a Social Security number or certify that they do not have one.

3. E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the WATERVLIET Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the WATERVLIET Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

15.

8.3 SUITABILITY

3.

4. A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The WATERVLIET Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, WATERVLIET Housing Authority employees, or other people residing in the immediate vicinity of the property.

Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

3. B. The WATERVLIET Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

15. 1. History of meeting financial obligations, especially rent;
16. 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants; The Executive Director or someone assigned will then verify references, past landlords, etc. It will also be a requirement that the Executive Director or again as assigned, to visit the current living address of the applicant. This provides the WHA with the ability to judge the living ability of the applicant. It will be the decision of the Executive Director to skip this requirement if found unnecessary or location may be a problem. If the tenant refuses or avoids inspection, the application is placed back on the waiting list, and a later date will be made to re-inspect the applicants residence at some future date but no sooner than 6 months. The inspection should be made to view routine housekeeping habits and not a prepared viewing. The applicant will be given the maximum of 24 hours advance notice.
17. 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
18. 3. History of disturbing neighbors or destruction of property;
19. 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
20. 5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

- C. The WATERVLIET Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The WATERVLIET Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

15. 1. A credit check of the head, spouse and co-head;
16. 2. A rental history check of all adult family members;
17. 3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the WATERVLIET Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

18. 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
19. 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUNDS FOR DENIAL

The WATERVLIET Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
 - B. Do not supply information or documentation required by the application process within the time frame specified;
 - C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
 - D. Have a history of not meeting financial obligations, especially rent; At the WHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other tenants.
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs; *Applicants that owe a WHA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a WHA which has been discharged by bankruptcy shall not be considered in making this determination*
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use; The WHA can waive this requirement if: the person demonstrates to the WHA's satisfaction successful completion of a rehabilitation program approved by the WHA, or the circumstances leading to the eviction no longer exist.
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to

manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The WATERVLIET Housing Authority may waive this requirement if:
1. The person demonstrates to the WATERVLIET Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any WATERVLIET Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program; If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
15. P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property; Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- K. The applicant and all adults must sign a release allowing the WHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the WHA uses the information to deny or terminate assistance the WHA must provide a copy of the information used in accordance with Criminal Records Management Policy.

The above list is not intended to be all inclusive. Applicants may be denied admission if the WHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

- A. Denied admission for one (1) year for the following:
- Past rental record
 - Bad rent paying habits
 - Bad housekeeping habits, in and outside the unit
 - Damages
 - Disturbances
 - Live-ins
 - Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

- B. Denied admission for five (5) years for the following:
 - Fraud (giving false information on the application is considered fraud).
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
 - Drug use without evidence of rehabilitation.
- C. Denied admission for ten (10) years for the following:
 - Conviction for Drug Trafficking.

Note:

As noted above these time frames are only guidelines and the WHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

8.5 INFORMAL REVIEW

- A. If the WATERVLIET Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the WATERVLIET Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The WATERVLIET Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the WATERVLIET Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the WATERVLIET Housing Authority's decision. The WATERVLIET Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the WATERVLIET Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 Managing the Waiting List

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the WATERVLIET Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to near to the top of the list of the apartment being offered, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The WATERVLIET Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Applicants determined to be preliminary eligible for public housing will be promptly notified, in writing by the WHA. (See exhibit A). Applicants will be placed in the application pool, according to WHA priorities as established and by the date of their application. All applications received by the WHA will be date and time stamped. All adult members must attend an orientation meeting. Applicants determined to be ineligible to receive public housing will be promptly notified, in writing, by the WHA. (See Exhibit B). Such notice shall also contain notice that the applicant has a right, upon his/her request within 5 working days for an informal hearing on the determination. Provisions will be made to applicants and/or tenants that are visually impaired.

Letters Mailed to Applicants by the WHA: - If an applicant claims they did not receive a letter mailed by the WHA, to provide information, or to attend an interview, the WHA will determine whether the letter was returned to the WHA. If the letter was not returned to the WHA, the applicant will be assumed to have received the letter. If the letter was returned to the WHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the WHA, in writing, if their address changes during the application process.

9.4 PURGING THE WAITING LIST

The WATERVLIET Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the WATERVLIET Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences. Once removed, applicant must reapply to be put back on the waiting list as of date of re-application.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The WATERVLIET Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the WATERVLIET Housing Authority will be sent a notice of termination of the process for eligibility.

The WATERVLIET Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the WATERVLIET Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the WATERVLIET Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The WATERVLIET Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the WATERVLIET Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 Tenant Selection and Assignment Plan

10.1 PREFERENCES

The WATERVLIET Housing Authority will select families based on the following preferences within each bedroom size category:

- A. Families who reside or work in the City of Watervliet
- B. Families who formally resided in the City of Watervliet.
- C. All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated as Elderly Only Housing: The (Insert Development name or names) has been approved by HUD as being designated for elderly only. In filling vacancies in this development, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near-elderly. If there are no near-elderly, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated for Disabled Only Housing: The (Insert Development name or names) has been approved by HUD as being designated for persons with disabilities only. In filling vacancies in this development, first priority will be given to disabled families. If there are no disabled families on the list, next priority will be given to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	7

An exception of the above is for the Joslin Development where only one child per bedroom will be allowed due to the unusually small sized bedrooms

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the WATERVLIET Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **can** share a bedroom.
- B. Children of the opposite sex, both under the age of **6 can** share a bedroom.
- C. Adults and children will not be required to share a bedroom with the exception of an infant up to the age of 5 years may share a bedroom of an existing tenant until appropriate transfer can be arranged..
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The WATERVLIET Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for **3 years** or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The WATERVLIET Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family

needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. Every family member is to be counted as a person
- F. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician

10.3 SELECTION FROM THE WAITING LIST

The WATERVLIET Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is WATERVLIET Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The WATERVLIET Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 DECONCENTRATION INCENTIVES

The WATERVLIET Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the WATERVLIET Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The WATERVLIET Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the WATERVLIET Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the WATERVLIET Housing Authority will send the family a letter documenting the offer and the rejection. See above regarding the mailing requirements.

When an offer is made and accepted the applicant must make a security deposit payment of \$50 to commit to the apartment. The applicant has 3 days to change their mind. If done after the 3 days the security deposit remains the property of the WHA. If the applicant no longer wants the apartment the Executive Director has the right to return the deposit if in his opinion a justified mistake was made or an undue hardship is placed on the applicant

10.7 REJECTION OF UNIT

If in making the offer to the family the WATERVLIET Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the WATERVLIET Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the WATERVLiet Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

If, through any cause, the signer of the lease ceases to be a member of the remaining tenant family, or if the signer of the lease vacates the unit, the lease is to be voided and a new lease agreement executed by an eligible remaining family member. If no remaining family member is eligible for continued occupancy, he/she will be required to vacate. The remaining family member must be at least 19 years of age to be eligible for continued occupancy and determined to be suitable for tenancy have the ability to uphold the lease and meet all selection criteria.

Occupancy shall be restricted to those persons whose names appear onto the lease. After being housed, a resident may not add members to the household without obtaining written approval from the Director; a copy of which is to be placed in the resident's file. The Director may not grant permission if it results in an overcrowded situation or if the applicant is found not suitable for tenancy by failing to meet the Selection criteria.

A notarized letter from a landlord/property owner is needed as proof of residency by a tenant leaving the Authority with remaining family members still occupying the apartment.

Use of the unit for legal profit making activities with WHA consent. This activity must be incidental to residential use.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal:

A. The Total Tenant Payment or \$100.00 whichever is greater

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

In addition, when a new adult member is added to the lease an additional \$100 is collected as a security deposit in the name of that adult member.

Security deposits shall be required of all tenants, to be used by the WHA towards reimbursement of the cost of repairing any intentional or negligent damages to the unit, or towards the repayment of any charges owed the WHA.

For applicants coming to WHA, receiving Social Services, their security will be one months rent, according to the social service schedule. The utility allowance will not play a factor in determining the amount of the security. The WHA only accepts cash security deposits and will not accept security letters from the Department of Social Services.

All security deposits will be placed in interest-bearing accounts in the tenant's name. Interest on the security deposit will be refunded annually minus 1% for handling. Any charges to the residents for any rent owed, damages to the apartment or services for extra maintenance will be deducted from the security deposit upon the residents move out. The tenant shall be given a detailed statement of these charges. The remaining balance of the security deposit will be returned to the tenant in such time that allows the Authority its normal accounting and inspection period. The security deposit will not be used as payment for the last month's rent by the tenant before vacating.

Security deposit for all projects will be the total gross rent. For projects with utility allowances, it will be the gross total before any deductions have been made.

11.0 Income, Exclusions From Income, and Deductions From Income

To determine annual income, the WATERVLIET Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the WATERVLIET Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- 3. B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- 3. A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- 4.
- 5. B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- 6.
- 7. C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- 8.

9. D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- 10.
11. E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- 12.
13. F. Welfare assistance.
 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
3. G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 4.
5. H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

3. 11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

4.
 5. a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 6. 7. b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 8. 9. c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
3. 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
3. 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the Americorps Program
 - p. Additional income exclusions provided by and funded by the WATERVLIET Housing Authority

The WATERVLIET Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

3. A. \$480 for each dependent;
4. B. \$400 for any elderly family or disabled family;
5. C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
6. D. For any elderly or disabled family:
 7. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 8. That has disability expenses greater than or equal to 3% of annual income, an allowance

- for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
9. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
10. E. Child care expenses.

12.0 Verification

The WATERVLIET Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the WATERVLIET Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the WATERVLIET Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the WATERVLIET Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the WATERVLIET Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the WATERVLIET Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement

3. Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
3. Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The WATERVLIET Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The WATERVLIET Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the WATERVLIET Housing Authority will mail information to the INS in order that a manual check can be made of INS records.
3. Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.
3. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.
3. Any family member who does not choose to declare their status must be listed on the statement of noneligible members.
- 4.
5. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
3. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.
3. If the WATERVLIET Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

3. Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.
3. The best verification of the Social Security number is the original Social Security card. If the card is not available, the WATERVLIET Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official

documents that establish and state the number are also acceptable.

3. If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The WATERVLIET Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.
3. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.
- 4.
5. If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 Determination of Total Tenant Payment and Tenant Rent

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

3. A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

3. B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 15. 1. The family's income has decreased.
 15. 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 15. 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

- 15.
16. The total tenant payment is equal to the highest of:
 17.
 - A. 10% of monthly income;
 - B. 30% of adjusted monthly income; or
 - C. The welfare rent.
- 15.
16. The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the flat rent.
- 17.
18. In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The WATERVLIET Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the WATERVLIET Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
 - C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
 - D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
 - E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The WATERVLIET Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The WATERVLIET Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The WATERVLIET Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

Currently the flat rents were based on the market survey of the Section 8 rent reasonableness documentation and the study conducted by a licensed real estate broker. The rent are therefore approved by the board of commissioners on June 26, 2000 and are as follows for all apartmentst within the juresdiction of the Watervliet Housing Authority:

One Bedroom.....	\$450
Two Bedroom.....	\$475
Three Bedroom.....	\$525
Four Bedroom.....	\$550

13.5 CEILING RENT

The WATERVLIET Housing Authority has not set a ceiling rent for each public housing unit.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

3. A mixed family will receive full continuation of assistance if all of the following conditions are met:
 - A. The family was receiving assistance on June 19, 1995;
 15. B. The family was granted continuation of assistance before November 29, 1996;
 - C. The family's head or spouse has eligible immigration status; and
 - D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The WATERVLIET Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the WATERVLIET Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the WATERVLIET Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 UTILITY ALLOWANCE

3. The WATERVLIET Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the WATERVLIET Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

4.

The utility allowance will be subtracted from the family's formula **BUT NOT THE FLAT RENT** to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the WATERVLIET Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For WATERVLIET Housing Authority paid utilities, the WATERVLIET Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the WATERVLIET Housing Authority will be billed to the tenant monthly.

3. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the WATERVLIET Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

3. Requests for relief from surcharges for excess consumption of WATERVLIET Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the WATERVLIET Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **the main Administrative office**. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment. For added convenience there is a mail slot for those wishing to insert a check during off hours.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$5 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs.

13.9 WELFARE RENTS

A. Families receiving welfare assistance as total income, will be charged the greater amount according to HUD and NYS Department of Social Services approved rent schedules based on the bedroom size of the dwelling unit. (Subject to approved increases)

B. Families receiving income from welfare assistance and other sources will be charged a rent based on 30% of their net family income. The net family income is equal to the sum of their full welfare amount plus any additional income minus eligible deductions.

C. The higher of either the computed rent or welfare rent for a specific size unit will be charged and collected for rent.

D. Families receiving monies from the CAP Program (as a stepping-stone to independence from Social Services), the monies will be treated as other income. The Social Service rent schedule will not be a consideration for this rent computation. It will be the tenant's responsibility to notify the Office, and supply verification that they are only receiving monies from the CAP Program. It is the intention of the WHA to assist the tenant in gaining independence from the welfare system. At any time it is found that the tenant returned to assistance from the welfare system their rent will be calculated according to section B. and C.

13.10 RENTS FOR ESSENTIAL PROJECT EMPLOYEES

Special rents may be established per month upon the approval of the Board for any essential project employee based on the requirements Chapter 6 of the public housing handbook 7465.1, Rev-2.

14.0 Continued Occupancy and Community Service

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

3.

4. The following adult family members of tenant families are exempt from this requirement.

15. A. Family members who are 62 or older

15. B. Family members who are blind or disabled

15. C. Family members who are the primary care giver for someone who is blind or disabled

15. D. Family members engaged in work activity

15. E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

15. F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

15. The WATERVLIET Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.
15. The WATERVLIET Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The WATERVLIET Housing Authority shall verify such claims.
15. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The WATERVLIET Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

- 15.
16. Together with the resident advisory councils, the WATERVLIET Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

15. At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the WATERVLIET Housing Authority will do the following:
 - A. Provide a list of volunteer opportunities to the family members.
 - B. Provide information about obtaining suitable volunteer positions.

- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the WATERVLIET Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

- 15. The WATERVLIET Housing Authority will notify any family found to be in noncompliance of the following:
- 16.
 - A. The family member(s) has been determined to be in noncompliance;
 - B. That the determination is subject to the grievance procedure; and
 - C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;
- 3.

14.7 OPPORTUNITY FOR CURE

- 15. The WATERVLIET Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.
- 15. The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.
- 15. If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the WATERVLIET Housing Authority shall take action to terminate the lease.
- 16.

15.0 Recertifications

At least annually, the WATERVLIET Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

3. The WATERVLIET Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

4.

The WHA has determined that the following schedule will be followed in re-certifying tenants at its low-rent housing projects.

<u>PROJECT NAME</u>	<u>RE-EXAMINATION SCHEDULE</u>
Day Apartments	November 1
Hilton Apartments	July 1
Quinn Apartments	January 1
Joslin Apartments	September 1
3. Hanratta Apartments	March 1

4.

5. During the appointment, the WATERVLIET Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the WATERVLIET Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

3. A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

3. B. The amount of the flat rent

Currently the flat rents were based on the market survey of the Section 8 rent reasonableness documentation and the study conducted by a licensed real estate broker. The rent are therefore approved by the board of commissioners on June 26, 2000 and are as follows for all apartment within the jurisdiction of the Watervliet Housing Authority:

One Bedroom.....	\$450
Two Bedroom.....	\$475
Three Bedroom.....	\$525
Four Bedroom.....	\$550

3. C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

4.

5. D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

3. E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

15. 1. The family's income has decreased.

15. 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

15. 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

3. F. The dates upon which the WATERVLIET Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

3. G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

3. H. A certification for the family to sign accepting or declining the flat rent.

4.

5. Each year prior to their recertification date, WATERVLIET Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat

rent is available only at this time. At the appointment, the WATERVLIET Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the WATERVLIET Housing Authority representative, they may make the selection on the form and return the form to the WATERVLIET Housing Authority. In such case, the WATERVLIET Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

3. During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.
3. Upon receipt of verification, the WATERVLIET Housing Authority will determine the family's annual income and will calculate their rent as follows.
- 4.
5. The total tenant payment is equal to the highest of:
 6.
 - A. 10% of monthly income;
 - B. 30% of adjusted monthly income; or
 - C. The welfare rent.
- 15.
16. The family will pay the greater of the total tenant payment or the minimum rent of \$**XXX**, but never more than the ceiling rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

3. The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.
3. If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.
3. If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

3. Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.
3. Families are required to report the following changes to the WATERVLIET Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.
 15. A. A member has been added to the family through birth or adoption or court-awarded custody.
 - 16.
 17. B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The WATERVLIET Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Once an applicant becomes a tenant in the WHA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the WHA will approve any addition to the dwelling lease.

3. Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the WATERVLIET Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the WATERVLIET Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

3. If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.
3. If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

Notice of Temporary Rent: - On occasions, the WHA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the WHA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided the tenant will have fourteen (14) days from the date of the WHA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a WHA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

3.

16.0 Unit Transfers

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
 - B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
 - C. To facilitate a relocation when required for modernization or other management purposes.
 - D. To facilitate relocation of families with inadequate housing accommodations.
 - E. To provide an incentive for families to assist in meeting the WATERVLIET Housing Authority's deconcentration goal.
 - F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

15. Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. Tenant may be transferred when the WHA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the WHA reserves the right to make its own evaluation of the situation and documentation. The major consideration is due to physically unable to climb stairs or be primarily confined to a wheelchair or walker. If the WHA determines that there is not a substantial and necessary

medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain WATERVLIET Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the WATERVLIET Housing Authority when a transfer is the only or best way of solving a serious problem.

Category D: Convenience Transfers: The Executive Director may at his discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Charge" list is posted in the WHA offices and is based on our contract price for maintenance. A administrative charge of \$50 for processing the transfer. The transfer charge list may be updated annually by the WHA.

Request for transfers for convenience must be made, in writing, to the WHA at the tenant's residential office stating the reason for the requested transfer. The WHA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

3. A. The family is current in the payment of all charges owed the WATERVLIET Housing Authority and has not paid late rent for at least one year;
3. B. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

3. C. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 PROCESSING TRANSFERS

15. Transfers on the waiting list will be sorted by the above categories and within each category by date and time.
15. Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.
15. Transfers in category C & D will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.
15. Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent.
16. The WHA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within 3 days of the transfer. The tenant is allowed a period of 7 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 7 days and the keys are not turned in the tenant will be charged a penalty of \$25 per day for each day the keys are not turned in to the WHA.

Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the WHA staff as to additional charges that may be due the WHA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the WHA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the WHA. **The tenant must sign a transfer agreement after the WHA has authorized the transfer and prior to the transfer.**

- 15.
16. The following is the policy for the rejection of an offer to transfer:
17.
 18. A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
 - 19.
 20. B. If the transfer is being made at the request of the WATERVLIET Housing Authority and the family rejects two offers without good cause, the WATERVLIET Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to

meet the WATERVLIET Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

21.

22. C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

23.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

3. The cost of the transfer generally will be borne by the family in the following circumstances:

4.

5. A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

6. B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

7. C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

8. D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

3. The cost of the transfer will be borne by the WATERVLIET Housing Authority in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

15. B. When action or inaction by the WATERVLIET Housing Authority has caused the unit to be unsafe or inhabitable.

16.

17. The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the WATERVLIET Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

15. A tenant may request a transfer at any time by completing a transfer request form. In considering the

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request, the WATERVLIET Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The WATERVLIET Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

- 16.
17. The WATERVLIET Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.
15. If the transfer is approved, the family's name will be added to the transfer waiting list.
15. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE WATERVLIET HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

- E. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the WHA due to modernization work and/or other good cause as determined by the WHA. Priority transfers are listed below:
- (1) WHA initiated transfers,
 - (2) Transfers for health reasons,
 - (3) Tenants who are under-housed by two or more bedrooms,
 - (4) Tenants who are over-housed by two or more bedrooms,
 - (5) Tenants who are under-housed by one bedroom,
 - (6) Tenants who are over-housed by one bedroom; and,
 - (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The WHA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

Reassignment, or transfers, to other dwelling units shall be made without regard to race, color, sex, religion, handicap, familial or national origin. Tenants shall not be transferred to a dwelling unit of equal size, either within or between projects, except for alleviating hardships as determined by the Executive Director. Transfers within projects shall be made to correct occupancy standards.

17.0 Inspections

An authorized representative of the WATERVLIET Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the WATERVLIET

Housing Authority file and a copy given to the family member. An authorized WATERVLIET Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any WATERVLIET Housing Authority damages to the unit.

The Tenant agrees that a duly authorized agent, employee, or representative of the WHA will be permitted to enter the unit for the purpose of examining the condition of it during the normal business hours of the Authority. The inspections of the units by the maintenance and tenant relations staff will be made after advance written 48 hours notice to the tenant as required by the lease.

17.1 MOVE-IN INSPECTIONS

The WATERVLIET Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The WATERVLIET Housing Authority will inspect each public housing unit annually to ensure that each unit meets the WATERVLIET Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

The WHA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The WHA has a system that tracks each inspection. The inspection sheet used by the WHA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

The WHA shall inspect its units according to the following schedule, and more often as determined by the Executive Director.

Day	September
Quinn	October
Hilton	May
Joslin	August
Hanratta	November

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats

and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the WATERVLIET Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the WATERVLIET Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon. A report and the Executive Director will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Executive Director within 30-days of the counseling session and if the problem continues to exist the Executive Director may take whatever action that is necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the WHA should take steps to help the tenant improve before starting the eviction process. The tenant may be placed on a monthly or routine re-inspection schedule if the Executive Director feels justified to better monitor the tenants progress or ability to comply with the lease requirements.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the WATERVLIET Housing Authority will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the WATERVLIET Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

WHA staff and/or agents of the WHA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to WHA staff) for a dwelling unit managed by the WHA. WHA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. WHA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the WATERVLIET Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the WATERVLIET Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the WATERVLIET Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The WATERVLIET Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

17.10 30 DAY NEW MOVE IN INSPECTION

The Executive Director schedules an inspection within 30 days after a new tenant moves in. This allows the Executive Director to visit with the new tenant. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.

17.11 SMOKE DETECTOR MAINTENANCE POLICY

Your unit is equipped with one or more smoke detectors. You must ensure that the smoke detectors are operating at all times. You must see to it that batteries are replaced as needed. Never disconnect a smoke detector for any reason.

The smoke detector has a red indicator light on its face. If your smoke detector is operating properly, this light will be lit. If the light is flashing and the smoke detector beeps every few seconds, the battery is low and needs replacement. If the light is not lit or flashing, the battery is dead or has been disconnected if it's electric. Only Van Rensselaer Village Apartments have battery smoke detectors, all others are electric.

If your smoke detector isn't operating and you need assistance dealing with it, notify the office immediately. If you fail to keep all smoke detectors in your unit operating at all times, you will receive one and only one warning. If you fail to comply with this rule a second time, we will have grounds to evict you.

17.12 OTHER CHARGES

The WHA shall charge tenants for any and all damages of the unit or equipment, caused by the tenant, his/her family, dependents, or guests. The WHA shall charge for repairs of intentional or negligent damage. There will not be a charge for the repair of the unit or equipment if it is due to reasonable wear and tear. It shall be left to the discretion of the Executive Director to determine if responsibility lies with the tenant or was caused by malicious vandalism that was not instigated by the tenant. A police report, eyewitness account and other documentation available will be used to determine ultimate responsibility. The mere fact that a police report was made by the tenants claiming others is not a deceive factor in leaving tenant any responsibility.

Such charges shall be billed to the tenant and shall specify the items damaged and the cost. Payment for said charge is due the next notice of billing or a minimum of two weeks notice. The charge for all damages shall be in accordance with the current list of charges available and posted at the rental office bulletin board and as attached as Exhibit I.

18.0 Pet Policy

ELDERLY AND HANDICAPPED PROJECTS QUINN/HANRATTA

1. Common household pets shall be defined as dogs, cats, birds, fish, or rodents traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles are not considered household pets. Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are reptiles, rottweiler, doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by the Executive Director prior to the execution of this lease addendum.
2. Only one pet per apartment is allowed at any time unless permission is granted for additional pets by the Housing Authority. Any pet must be licensed according to local regulations in the name of the tenant. **A copy of the license must be provided.**
3. All cats and dogs must be sprayed or neutered and documentation of this must be furnished to the Housing Authority. All cats must be declawed.
4. Dogs weighing more than 20 lbs. shall not be permitted at full maturity. Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the WHA property.
5. Tenants must on request provide proof that pet has received the following shots,
 - a. **Dogs**-distemper, hepatitis, leptospirosis (two types), parvovirus, parasite influenza, kennel cough. These are administered in one shot each month until dog reaches for (4) months of age; annually thereafter.

rabies-one shot at six (6) months of age and 4 every three years thereafter.

ear mites-appear as a tan or dark brown waxy build-up on inside of ears. Vet must check and dispense ear drops as needed.
 - b. **Cats** - panleukopenia (feline distemper), calici virus, rhinotrachitis. These are to be administered annually.

rabies-administered annual or every three years depending on vaccine used. Any vaccine is only good for one year if the cat is under one year of age.

ear mites-appear as a tan or dark brown waxy build-up on inside of ears. Vet's must check and dispense ear drops as needed.
6. Additional care required for both dogs and cats must include the following:

- a. odor/dermatitis (skin problems)-fleas/tick sprays or powders must be used as needed.
 - b. All dogs and cats must be brushed often for hygienic purposes.
 - c. Toe nails-cats shall be declawed. Dogs should also have toe nails clipped.
 - d. All animals must have an annual check-up and receive new certificate of inoculation.
 - e. Use water and Clorox, or other strong disinfectant if animal inadvertently urinates, sprays or disinfects in an apartment.
7. All dogs shall be on a leash as per city of Watervliet ordinance when out of the apartment.
8. Dogs and cats are not allowed in any community room, or laundry in any building and if in an elevator must be carried by the owner.
9. Doctor's certificate may be requested at any time as determined by the Authority to verify individual's ability to care for the pet.

Tenant must identify and document willingness of a third party (third party must sign) who will within one hour remove and care for the pet in the event of sudden illness, injury or death of the tenant. In the event that the designated party cannot be reached, or fails to act within 24 hours, Watervliet Housing Authority will turn the pet over to the Humane Society.

11. Tenant's owning a cat shall provide a litter tray for the animal's use in his or her apartment. Waste is to be separated from kitty litter daily, placed in a properly wrapped trash bag and properly disposed of. Kitty litter is to be changed twice weekly, and disposed of in properly wrapped trash bags. Under no circumstances is kitty litter to be flushed in the toilet.
12. Dogs and cats shall not be permitted to excrete anywhere in buildings (other than cats using a litter box in the apartment). The Housing Authority may designate an area on the grounds for use of the dogs. Tenants shall be responsible for immediately removing dog feces dropped anywhere placing the same in a bag or small container and disposing of the same properly.
13. A charge of \$25.00 will be levied each time to pet owners who fail to remove pet waste in accordance with rules stated above.
14. A \$100.00 security deposit shall be charged to owners of dogs, cats, ferrets, rabbits or any caged rodent. This amount will be applied for services for clean-up and extermination necessary because of the pet upon the tenant's vacating of the premises.
15. If a pet becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the Executive Director may request the pet owner immediately to remove the pet from the housing project. If the owner refuses to remove the pet or if the Executive Director may contract the local Humane Society to have the pet immediately removed from the project premises.
16. Pet rule violation procedures.

Notice of pet rule violation - If the Executive Director or his designee determines on the basis of objection facts supported by written statements that a pet owner has violated a rule governing the keeping of pets, the Executive Director shall serve a notice of pet rule violation on the pet owner.

Any tenant failing to comply with the above regulations shall be grounds for removal of the pet or termination of the pet owner's tenancy, or both and such removal shall be in accordance with State law and WHA grievance procedure shall not apply in situations as is presented in Section 17 of this policy because of the urgency of the situation if so determined by the Executive Director or his designee.

17. Tenants of a project may establish a voluntary pet owners grievance committee. The pet owner grievance committee would consist of a pet owner from the building and a neutral outside third party. This group would perform such functions as the collection and dissemination of information on pet care, provision of pet care assistance to tenants, an informal mediation of disputes between tenants concerning the compliance of the pet rules.

18. Pet shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not limited to barking, howling, chirping, biting, scratching and other like activities. The Executive Director will terminate this authorization, if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet.

19. All authorized pets must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, on WHA property will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet and at the expense of the Tenant. Also, if a member of the WHA staff has to take a pet to the Humane Society the Tenant will be charged \$50 to cover the expense of taking the pet to the Humane Society.

20. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the WHA staff has to take a pet to the Humane Society The Tenant will be charged an additional \$50 to cover the expense of taking the pet to the Humane Society. The WHA shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

21. Pet owners will be charged for all violations and damages caused by pets according to posted rates.

22. All owners must submit a picture of the pet or bring the pet to the office to have a picture taken.

23. Any tenant having a dog as a pet must obtain a Tenant's Insurance Policy that names the Authority as insured.

24. All tenants with pets shall sign this pet policy.

RESIDENT ACKNOWLEDGEMENT

After reading and/or having read to me this lease addendum I, _____ agree to following:
(Print Name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will not hold liable (indemnify) the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of **\$100.00** to the WHA. The Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward and payment of any rent or toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I agree and understand that violating this lease addendum will result in the removal of the pet(s) from the property of the WHA and that I may not be allowed to own any type of pet in the future while being an occupant of the WHA.

Head of Household Signature

Date

Housing Authority Representative Signature

Date

Date Pet Owner Signature

WHA Signature

A site to review pet policies is www.rentwithpets.org

PET FACT SHEET

Name of Pet _____ Weight _____

Picture of pet required:

Copy of Current Licence, if applicable.

Copy of certificate of being spayed or neutered:

Copy of certification of being declawed if a cat

Shots: Distemper (one a month for 4 months) Date _____

Annual Shot

Date _____

Rabies: (one shot in 6 months) Date _____

3 year interval Date _____

Owner Physical statement as ability to care for pet _____

Third Party Notification Name _____

Address _____

Telephone _____

* Pet will be turned over to the Humane Society upon failure of third party to respond within 24 hours.

3. Security Deposit received. _____

19.0 Repayment Agreements

When a resident owes the WATERVLIET Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the WATERVLIET Housing Authority allow them to enter into a Repayment Agreement. The WATERVLIET Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 Termination

20.1 *TERMINATION BY TENANT*

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 *TERMINATION BY THE HOUSING AUTHORITY*

The WATERVLIET Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The WATERVLIET Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges.
- B. A history of late or chronic late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Willful misrepresentation or concealment by tenant of any material fact which would effect eligibility for admission, continued occupancy or rent to be paid.
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the WATERVLIET Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.
- N. Breach of rules and regulation of tenancy.

- O. Non-cooperation.
- P. Under or over occupancy and refuses offer of transfer; would include remaining member(s) of tenant family.
- Q. Assignment or transfer of possession by tenant of record to person(s) with out Authority permission consent, after tenant of record has moved from apartment.
- R. Non-desirability as defined in admission standards.
- S. Contingent liability arising from use of apartment for illegal purposes.
- T. The mere possession of illegal drugs found on the premise resulting in an adverse affect on the projects environment.
- U. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees.
- V. Failure to pay their utility bills with power company due to the fact they are receiving a utility allowance.
- W. Failure to allow the WHA to perform needed repairs after receiving a 48 hours notice
- X. Removing or tampering with the operation of a smoke dectector and after first receiving a written warning

The WATERVLIET Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

A written record of each eviction shall be maintained by the WHA and such record shall contain the following information:

1. Name of tenant and identification of unit occupied.
2. Date of notice to vacate.
3. Specific reason(s) for notice to vacate. For example, if a tenant is being evicted because of undesirable actions the record should so support that claim.
4. Date and method of notifying tenants.
5. Summary of any conferences with tenants. Notification that the tenant is entitled to utilize the WHA grievance procedure, (Exhibit L) in order to resolve the situation with management, unless such action is related to illegal drug or criminal activity that threatens the safety or right to peaceful enjoyment of the other residents of employees of the WHA. **Grievance procedures are not available to tenants involved in drug related and/or criminal activity. Tenants will be given a 10 day notice to vacate before eviction papers are served upon a tenant for such actions.**

D. Eviction for criminal activity. Any criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees. This includes all drug related activity occurring on or off WHA property. WHA has One Strike (zero tolerance) policy with respect to violations of lease terms regarding criminal activity. WHA shall have the discretion to consider all circumstances of case including:

1. Seriousness of offense
2. Extent of participation by family members
3. Effects on non-involved family members

The Post Office will be notified in the event the Tenant is evicted due to drug involvement.

20.3 ABANDONMENT

The WATERVLIET Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an WATERVLIET Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the WATERVLIET Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than **\$100** the WATERVLIET Housing Authority will mail a notice of the sale or disposition to the resident and then wait **30 days by State law**. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 30 calendar days after the WATERVLIET Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than \$100, the WATERVLIET Housing Authority will mail a notice of the sale or disposition to the resident and then wait 30 days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the WATERVLIET Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the WATERVLIET Housing Authority will mail it to the family. If the family's address is not known, the WATERVLIET Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the WATERVLIET Housing Authority.

Within 30 days of learning of an abandonment, the WATERVLIET Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the WATERVLIET Housing Authority will return the security deposit within **(Insert the number of days in accordance with State law)** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The WATERVLIET Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

 - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

% Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

Exhibit A

Dear Applicant:

Your application for an apartment in our public housing project has been reviewed and determined to be preliminary eligible.

Final eligibility is based upon a final check of your application regarding your past history as a tenant, income verification, or refusal to conform with the policy of the Authority and an inspection of your present apartment and your housekeeping habits. This letter is your only proof you filed an application with this Authority. Retain this letter for your records, it may be needed to prove date of submission. Based on our present back-log of applications and annual rate of turnover, normal occupancy for eligible applicants could be expected within twelve months.

*Non-Resident applications will be maintained in an active file and will be considered after applications of bonafide Watervliet residents (persons living within the geographical boundaries of the City of Watervliet) are exhausted.

You will be notified when we have an apartment available for you. Please call the Authority when family income, composition, address or telephone changes.

Sincerely,

Charles V. Patricelli
Executive Director

CVP:mp

Exhibit B

Dear Applicant:

Your application for housing has been received for the Watervliet Housing Authority. Upon receiving your application it was determined to be ineligible for one of the following reasons:

- _____ Over Income
- _____ Non-Family, Under 62
- _____ Poor recommendations
- _____ Poor Housekeeping habits
- _____ Over due or unpaid rent
- _____ Other

You may request a private conference on the determination of your ineligibility within 5 days of receipt of this letter with the Executive Director.

Sincerely,

Tenant Relations Officer

EXHIBIT C

NOTICE OF RENT ADJUSTMENT

Date: _____

Dear _____:

In accordance with your Dwelling Lease, please be advised that there will be:

(An increase) (A decrease) in your Monthly Total Payment from \$ _____ to \$ _____.

The Tenant Rent effective _____, will be \$ _____ per month due this Authority. It has been computed as follows:

_____ Total Tenant Payment

_____ Utility Charge (Air Conditioner
Utility Allowance Deduction

_____ Tenant Rent

The above Tenant Rent will remain in effect until otherwise notified by this Authority or unless there is a change in Tenant's income or Family Composition. Tenant has the right to request an informal hearing to obtain proper explanation and if they so desire to grieve the rent adjustment.

Charles V. Patricelli
Executive Director

Exhibit E
FOURTEEN DAY NOTICE

TO: , residing at Apt. No. of the Apartments, Watervliet, New York 12189.

Please be advised that fifteen (14) days from the date of this notice, your lease will be terminated for serious and/or repeated violations of its terms. Tenants receiving any notice for eviction for drug-related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the Watervliet Housing Authority are not entitled to a grievance hearing.

The violations are as follows:

Violation of Rules and Regulations:

Specifically:

If you have not left your apartment clean, undamaged and vacant, on or before , we will institute civil proceedings for eviction.

WATERVLIET HOUSING AUTHORITY, OWNER-LANDLORD

BY: Charles V. Patricelli
Executive Director
Watervliet Housing Authority
2400 Second Avenue
Watervliet, New York 12189
(518) 273-4717

THIRTY DAY NOTICE

TO: , residing at Apt. No. of the Apartments, Watervliet, New York 12189.

Please be advised that thirty (30) days from the date of this notice, your lease will be terminated for serious and/or repeated violations of its terms.

The violations are as follows:

Violation of Rules and Regulations:

Specifically:

If you have not left your apartment clean, undamaged and vacant, on or before , we will institute civil proceedings for eviction.

Please also be advised that you have the right to request an informal hearing on this matter. Your request must be in writing and be sent to the Watervliet Housing Authority at 2400 Second Avenue, Watervliet, NY 12189. You will have ten (10) business days from the date of this notice to submit said request. Be prepared to present any and all documents or arguments supporting your position on the aforementioned violation(s).

WATERVLIET HOUSING AUTHORITY, OWNER-LANDLORD

BY: Charles V. Patricelli
Executive Director
Watervliet Housing Authority
2400 Second Avenue
Watervliet, New York 12189
(518) 273-4717

AGREEMENT TO VACATE HANDICAPPED UNIT

DATE: _____

At the present time the Watervliet Housing Authority has no eligible wheel-chair bound applicants who require handicapped #_____.

In the event that an eligible wheelchair bound applicant requires apartment #_____, the below signed tenant agrees to vacate the unit and to transfer to another appropriate unit.

TENANT: _____

APARTMENT #: _____

Watervliet Housing Authority

Exhibit H

Charges for damage and replacement of property resulting from neglect or misuse.

The charges assessed as listed below shall become due and collectible by the 1st day of the following month in which the charges are incurred:

<u>Item</u>	<u>Material Cost</u>	<u>Labor Charge</u>
Apartment painting/room	75.00	-
Bedroom Doors	35.00	2.0
Cabinet Drawers & doors	25.00	½
Ceiling Globe	6.00	1/4
Circline 32 Watt Replacement	7.50	1/4
Door Plexiglas	Actual Charge	1/4
Electrical Switch or Outlet	2.50	1/4
Fluorescent Tube 4' Replacement	3.50	1/4
Fluorescent Tube 2' Replacement	2.50	1/4
Garbage Cans	19.00	-
Ground fault Outlet	8.50	1/4
Ice Cube Trays	2.00	-
Lock Out	12.00	-
Mail box	21.00	1/4
Mailbox Holders	2.29	1/4
Oven Element Electric	11.00	1/4
Plugged Toilet or Sewer Line		Actual time spent
Prime door core set	20.00	1/4
Prime door lock set	55.00	1/2
Prime Door Replacement	380.00	3.5
Prime window Replacement	Actual Charge	1/4
Range & Refrigerator Cleaning	25.00	-
Reflector {amps	2.50	1/4
Replacement Keys	2.00	-
Shades 4' and under	4.00	¼
Shades 5' and 6'	10.50	1/4
Shades 8'	22.00	1/4
Smoke Alarm	8.00	1/4
Snow Removal	5.00	-
Soap Dish Recessed or Ceramic	10.00	1/4
Steel Storm Door Comp	168.00	2.5
Storm Door Closer	6.5	1/4
Storm Door Lock	8.5	1/4
Storm Glass	8.5	1/4
Stove Knobs	3.95	1/4
Toilet Paper Holder	3.00	1/4
Toilet Seat	3.00	1/4
Towel Bar	8.00	1/4
Trash Removal	-	5.00
Window/Door Screen Replaced	7.00	1/4

The above are normal items that may need replacement. any items not listed, but damaged by the Tenant will be charged for the actual dollars expended plus labor. Such items include but not limited are ranges, refrigerators, toilet fixtures, outside equipment, etc.

Labor Rate charged will be the current year rate actually being received by the Watervliet Housing Maintenance Personnel.

\$15.47 hr. regular rate

\$23.21/hr. overtime rate

Any Tenant leaving the Authority with an overdue rent and/or charge and sent to a collection agency will be charged an additional 33% to 50% of the charge to compensate for the collection fee.

WATERVLIET HOUSING AUTHORITY

WATERVLIET, NEW YORK

DWELLING LEASE

1. Identification of Premises & Parties: The WATERVLIET HOUSING AUTHORITY (herein after called Management), does hereby lease the premises known as Apt No. _____ to _____ (herein after known as "Tenant") for use solely as a residence by the Tenant and the following members of his/her household:

2. Lease Term: The Term of this Lease shall begin on the first day of _____ and shall be for a period of one month and shall be automatically renewed for successive terms perpetually at the agreed rental, payable in advance on or before the 1st day of each calendar month.

3. Amount of Rent: The monthly rent of \$ _____, (except as indicated in Appendix 1), shall be due and payable in advance on the first day of each month beginning on _____. This rental figure will remain in effect, unless adjusted as a result of Regular Reexamination or an Interim Rental Adjustment. In the event that the date of occupancy is other than the first day of the month the monthly rental shall be prorated at a daily rate.

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on the income and other information reported by the Resident.

(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. Penalties for Late Rental Payment: A penalty in the amount of \$5.00 shall be assessed by the Management upon a Tenant whose rent is not received in the Management Office prior to the close of business on the 5th working day of the month for which payment is due unless Tenant signs a written request as to the reasons for his inability to pay, and a mutual agreement to pay according to a specified plan.

5. Utilities and Equipment Included: Rent paid by the Tenant shall include gas and electric, except as noted in Appendix 1. The Dwelling Unit shall contain a refrigerator and a range.

6. Charges for Maintenance & Repairs: Tenant agrees to pay reasonable charges (other than normal wear and tear) for repair of any damages or breakage unless proven otherwise and up to the discretion of the Executive Director. Management agrees to

have posted, conspicuously and in a public area of the Administration Office, a schedule of such charges for extraordinary maintenance and repairs which are subject to revision. When such schedule is revised, the Management shall, post the new charges.

7. Excess Utilities Charges:

- (a) Tenant agrees to pay a reasonable amount, in addition to rent, for excess utilities consumption in connection with the use of air conditioners, freezers, dryers, etc. at an annual rate of \$30.00 regardless of the length of time in use and can be paid at a rate of \$2.50 for each unit per month.
- (b) Excess Utilities charges to be assessed under this Lease are as follows:
- (c) Charges for Excess Utilities consumption shall be based upon surveys conducted by management on an area-wide basis and are subject to revision from time to time. When such schedule is revised, Management shall notify Tenants and post publicly the new rates.

8. Payment of Charges: The charges assessed under Paragraph 6 shall become due and collectible two weeks after receipt by Tenant of written notice of charges by Watervliet Housing Authority.

9. Security Deposit: A security deposit in the amount of \$100.00 or one month's rent whichever is greater, shall be paid to the Authority upon execution of the rent agreement.

SECURITY DEPOSIT: The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit.

For applicants coming to WHA, receiving Social Services, their security will be one months rent (according to the Social Services Schedule). The Utility allowance is not a consideration in the determination of the amount of the security in this case.

At the termination of this lease the security deposit will be used toward the cost of repairing any intentional or negligent damages to the dwelling unit caused by the tenant, his family, his dependents, or guests, and any rent or other charges owed by the tenant.

The Authority agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue to tenants' security deposit, with any interest earned returned annually to the tenant. The Authority agrees to return the security deposit, to the tenant when he vacates, less any deductions for any of the costs indicated above within 30 days of vacating the unit. Management will give tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while the tenant occupies the dwelling unit.

10. Regular Rental Redetermination: Once each year as requested by Management, the Tenant agrees to furnish accurate information as to current family income, employment, and compensation for use by management in determining whether the rental should be changed and whether the Dwelling Unit size is still appropriate for Tenant's needs, for public housing.

At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days.

In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

Failure to furnish accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointment will result in Eviction Procedures.

11. Interim Rental Adjustments: The rent as stated in Paragraph 3, or as adjusted following regular determination will remain in effect until the next re-determination unless family income, or source of said income, or composition changes during the interim period.

The rent of a tenant family will be reviewed and rent adjustments made as appropriate upon receipt of a written report by the tenant of any changes in family income or source of said income, or composition. Changes must be reported to the Authority within ten (10) days of the occurrence of such changes.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

12. Notice to Tenant Rental Adjustment: In the event of any rental adjustment pursuant to paragraph Nos. 10 and 11, Management will mail or deliver a "Notice of Rent Adjustment" to affected Tenants.

- (a) Rent decreases will be effective the first day of month following the reported change, provided the tenant has timely reported such change. All reported decreases are to be verified.
- (b) Increased rents will be effective the first of the second month following the date of the actual change.
- (c) If the Authority finds that the tenant has misrepresented the facts upon which the rent is based, any increase in rent will be made retroactive to the first of the second month following the date of the actual change. Tenant, shall receive a written explanation of said rental adjustment. If Tenant is dissatisfied with said explanation, Tenant may request a hearing in accordance with the Watervliet Housing Authority grievance procedure.

13. Occupancy Conditions and Transfers: Guests staying overnight for more than 36 hours per week must provide written notification to the Authority and receive express written consent.

Except for additions to the residents family resulting from births, to obtain the Authorities consent in writing before allowing any person, other than a member of the residents family listed on the residents Lease, to take up residence in the residents apartment. **All additional persons must make a normal application for admission and be certified eligible prior to any consideration of the Authority to provide written consent for their addition to the Lease.** The failure to obtain such consent will result in the immediate termination of the Lease and/or refusal for Lease renewal. Unauthorized persons using or giving a Watervliet Housing Authority address without prior approval of the Authority may have their formal applications denied and also result in a termination of lease of the unit in question.

If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenants' needs, the management may amend this lease by written notice to the tenant that the tenant will be required to move to another unit of the Authority which is of correct occupancy standards.

The Tenant shall comply with such requirements at Watervliet Housing Authority's expense unless the move is indicated upon Tenant's request of move due to convenient care, the costs of said move shall be borne by Tenant.

14. SIZE OF DWELLING: The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

15. Watervliet Housing Authority Obligations: The Watervliet Housing Authority's obligations under this lease shall include the following:

- (a) To maintain the premises. and the project in decent, safe and sanitary condition;
- (b) To comply with requirements of applicable building- codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the premises;
- (d) To keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working condition; electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management and be repaired within a reasonable time period;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the tenant in accordance with Paragraph 15(g) of this section; and
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped

for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

- (h) To notify Tenant in writing for any adverse action taken by the Watervliet Housing Authority on behalf of the Tenant.

16. Tenant's Obligations: Under the terms of this Lease, the Tenant shall be obligated as follows:

- (a) Not to assign the lease or to sublease the premises;
- (b) Not to provide accommodations for boarders or lodgers;
- (c) To use the premises solely as a private dwelling for the tenant and the tenants household as identified in the Lease and not to use or permit its use for any other purpose; With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.
- (d) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing project and the tenants as set forth herein, included in the tenant handbook and regulations regularly published in 'Resident **Newsletters**', and those posted in the Administration Office.
- (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing code materially affecting health and safety; especially not to tamper or disconnect any smoke alarm and to report defective or non-operational alarms to the office immediately.
- (f) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition and remove snow and ice from walks and entrances of the lease premises; with exception of senior and disabled tenants who are not required to remove snow and ice;
- (g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner. Tenant failing to properly dispose of trash will be fined.
- (h) To abide by all rules and regulations of recycling put forth by the City of Watervliet.
- (i) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
- (j) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
- (k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by but not limited to the tenant, his household or guests; and in event of default by tenant, to pay reasonable charges for any administrative expenses incurred to enforce the Lease requirements, such as investigative fees, etc.
- (l) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- (m) To refrain from, and cause his/her household guest(s) to refrain from engaging in any criminal activity. The WHA has a One Strike or ~~zero tolerance~~ policy with respect to violations of these lease terms.
- (n) No tenant, nor his household guest(s) may keep for any purpose, dog(s), cat(s) or any pet of any nature which management in its sole discretion, determines to be unhealthy, unclean or dangerous except those tenants occupying Senior complexes. Said Senior tenants shall abide by the pet regulations as mandated by the WHA.
- (o) Tenant who renovates apartment without authorization from Management will risk forfeiture of their Security Deposit and/or additional charges, these include but not limited to, repainting, additional phone, cable, electrical or plumbing installation.
- (p) Where dwelling is individually metered, failure of the tenant to pay utility charges as billed by the utility company, shall constitute grounds for termination of the and eviction proceedings against the tenant due to

unit becoming substandard. The Authority shall not be responsible for failure to furnish utilities by reason of any cause beyond its control.

- (q) Only properly registered vehicles are permitted in WHA parking areas and vehicle repairs such as oil changes, motor overhauls and body work) shall not be allowed in the project).
- (r) No Tenant, his/her household or guests shall use drugs or engage in any unlawful activity involving drugs. The WHA has a One Strike or \$zero tolerance with respect to violations of these lease terms.
- (s) Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the WHA are not entitled to any grievance hearing.
- (t) WHA may also terminate the tenancy for any tenant if the Authority determines that the persons abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or employees. The WHA has a One Strike or \$zero tolerance policy with respect to violations of these lease terms.
- (u) Not Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds
- (v) Not install or alter carpeting, resurface floors or alter woodwork
- (w) Not install washers, dryers, fans, space heaters, or air conditioners in an elderly dwelling unit;
- (x) Not install additional or different locks or gates on any doors or windows of the dwelling unit;

15.

17. Rights and Obligations of Tenants and Watervliet Housing Authority In the Event of Damages Which are Hazardous to Life, Health or Safety:

- (a) The Tenant shall notify Management at once:
- (b) Management shall make repairs within a reasonable time frame. If the damages were caused by the Tenant, his household, or guest, the reasonable cost of repairs shall be charged to tenant;
- (c) Management shall offer to the Tenant, alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- (d) In the event repairs are not made or alternate accommodations are not provided, there shall be an abatement of rent in proportion to the seriousness of the damage. Except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household, or guests.

18. Pre-Occupancy and Pre-Termination Inspections:

- (a) Pre-Occupancy Inspection: Prior to commencement of occupancy, a management inspection of the unit will be conducted and a copy of the signed inspection report will be placed in the tenant's folder. The Tenant will receive an inspection sheet and note any deficiencies, however minor, then sign and return the statement within 3 days of occupancy. After such time, tenant will be responsible for any deficiencies found in the apartment.

- (b) Pre-Termination Inspection: Unit will be inspected at time tenant vacates. Tenant will be furnished with a written statement of any charges to be made. If requested in writing, Tenant may participate in this inspection unless he has vacated without prior notice to Management.

19. Entry of Premises During Tenancy:

- (a) Watervliet Housing Authority representatives shall be permitted to enter a unit, during business hours, for routine inspections, repairs or maintenance, making improvement, or to show the apartment for re-leasing. Written notice, including notice by Newsletters specifying reason for entry and delivered to the unit at least 48 hours in advance, constitutes 'reasonable' notification.
- (b) Premises may be entered without notice when there is reasonable cause to believe that an emergency exists.
- (c) In the event that no adult members of the household are present at the time of emergency entry, a written statement shall be left, specifying the date, time, and purpose of the entry.

20. Notice Procedures:

- (a) Except as provided in Paragraph 18, notices to Tenants shall be in writing, delivered to an adult member of the household, or sent by pre-paid first Class mail, properly addressed, accommodations will be made for visually impaired.
- (b) Notices to the Watervliet Housing Authority shall be in writing, delivered to the Administration Office, or sent by pre-paid First Class Mail, properly addressed.

21. Termination of Lease: Procedures to be followed by Management and Tenant:

- (a) Management shall not terminate, or refuse to renew the Lease, other than for serious or repeated violation of Lease Terms as outlined in Statement of Policies (ACOP), such as, but not limited to the following:
 - A. Non payment of rent or other charges.
 - B. A history of late or chronic late rental payments;
 - C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
 - D. Willful misrepresentation or concealment by tenant of any material fact which would effect eligibility for admission, continued occupancy or rent to be paid.
 - E. Failure to maintain the unit in a safe and sanitary manner;
 - F. Assignment or subletting of the premises;
 - G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
 - H. Destruction of property;
 - I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
 - J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the WATERVLIET Housing Authority;
 - K. Non-compliance with Non-Citizen Rule requirements;
 - L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
 - M. Other good cause.
 - N. Breach of rules and regulation of tenancy.
 - O. Non-cooperation.
 - P. Under or over occupancy and refuses offer of transfer; would include remaining member(s) of tenant family.

- Q. Assignment or transfer of possession by tenant of record to person(s) with out Authority permission consent, after tenant of record has moved from apartment.
 - R. Non-desirability as defined in admission standards.
 - S. Contingent liability arising from use of apartment for illegal purposes.
 - T. The mere possession of illegal drugs found on the premise resulting in an adverse affect on the projects environment.
 - U. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees.
 - V. Failure to pay their utility bills with power company due to the fact they are receiving a utility allowance.
 - W. Failure to allow the WHA to perform needed repairs after receiving a 48 hours notice
 - X. Removing or tampering with the operation of a smoke dectector and after first receiving a written warning
- (b) Management shall give Written Notice of Termination as follows:
- 1. **14** days, in the case of failure to pay rent, or
 - 2. A reasonable time considering the seriousness of the situation, but not to exceed 15 days, in the case of threats to health and safety of other tenants or Authority's employees, including criminal and drug related activity.
 - 3. 30 days, in the case of failure to supply accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointments for yearly re-exam.
3. 30 days in all other cases.
- (c) Notice of termination shall state the reasons for the action, and advise Tenant of his right to make such reply as he may wish, and advise him of his right to request a hearing in accordance with the Watervliet Housing Authority's grievance procedure. Tenants receiving any notice for eviction for drug related and/or criminal activity that threatens the health or safety of any public housing resident or employee are not entitled to any grievance hearing.
- (d) Tenants must give the manager a thirty(30) days written notice prior to his/her intended date of vacating the unit to terminate the lease agreement.
- (e) Household members must notify management if all members of the household intend to be absent from the site for more than 30 consecutive days.
3. If management does not receive notice from a household of an intended absence, management shall consider the household to have abandoned its unit if:
- (a) Management believes the unit has been unoccupied for more than 30 consecutive days; and
 - (b) The households rent is past due.
3. If management considers a unit to be abandoned, management will
- (a) Enter the unit to conduct an emergency inspection; and
 - (b) Subsequently attempt to notify household members in writing at the households site address that it considers the unit abandoned.
3. If household members do not respond to Managements written notice within 15 days of the date of notice, management will consider the apartment abandoned. The apartment may be recovered by the Authority without legal proceedings. Personal property left on the premises after the Tenant vacates, shall be disposed of by Management and the Tenant shall pay the costs connected therein. Management will not be responsible for any damage to such personal property.

- (f) Reasonable collection fees shall be added to the delinquent account.
- (g) The WHA is required to notify the Post Office that a tenant no longer resides with the Housing Authority when the tenant is evicted for threatening, criminal and/or drug activity.

The U.S. Department of Housing and Urban Development (HUD) having determined that the due process protections afforded in the State of New York satisfy the requirement of a grievance hearing allows the Housing Authority to bypass the grievance procedures in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Housing Authority; or any drug related and/or criminal activity on or off such premises, not just on or near such premises.

22. **Grievance Procedures:** All disputes shall be resolved in accordance with the Watervliet Housing Authority's grievance procedures. Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the Authority are not entitled to any grievance hearing.

23. **Property Abandonment:**

The Watervliet Housing Authority will consider a unit to be abandoned when a resident or his /her estate has both fallen behind in rent and is no longer residing on a regular basis in the unit. Basis for a unit being considered abandoned are but not limited to the following:

- a) Power discontinued in the unit.
- b) Change of address notification to post office, or not picked up
- c) Children no longer in Watervliet School District
- d) Rent unpaid
- e) Personal items removed from apartment
- f) Tenant verbal notice of leaving apartment

24. **House Rules:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Notification is due by providing notice in the monthly newsletter. Existing House Rules, if any, are posted in the property and are attached to this Lease and given to the tenant provided in the Tenant Handbook.

25. **Legal Fees Chargeable to Tenant:** Tenant agrees to pay attorney's fee and court costs, including the cost of services of any notice once a court order has been obtained through judicial proceeding.

26. **Modifications:** Management reserves the right to amend this Lease to conform to any changes required by Laws of the United States of America and/or any regulations promulgated by the Department of Housing and Urban Development. Changes in the Lease are to be accomplished by a written Rider, executed by both parties. Exceptions to this provision are those requirements covered in Paragraphs 6, 7, 8, 10 and 11.

27. **ATTACHMENTS TO THE LEASE** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments:

The Resident Handbook and Grievance Policy

**IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day
of _____ 2000.**

BY: _____
(TENANT - Head of Household)

Watervliet Housing Authority

Executive Director

SPOUSE

APPENDIX 1
SCHEDULE OF UTILITY ALLOWANCES

Unit Size	Hilton, Quinn and Day Utility Credit	Joslin Utility Credit	Hanratta Utility Credit
1 BR	24.00/mo	NA	36/month
2 BR	33.00/mo	96.00/mo	
3 BR	38.00/mo	120.00/mo	
4 BR	49.00/mo	140.00/mo	

Exhibit J

Excess Utility Schedule

Date: _____

An agreement between the Watervliet Housing Authority (Lessor) and _____
(Lessee), regarding the installation of _____ air conditioner (s), dryer, and/or
freezer, etc. in Apt. #_____.

The Lessor agrees to permit installation and use in the above-captioned dwelling unit and the Lessee agrees
to the following charges, specifications and regulations with respect to such installation and use:

1. Limit of two window air conditioning units per apt.
2. Capacity of the conditioning unit not to exceed 7 ½ amps.
3. The air conditioner over all size cannot to exceed the inside measurements of the storm
window. The storm window cannot be removed.
4. Execution of the agreement by the tenant with respect to these charges commences
immediately and are renewed annually.
5. All appliances are charged \$30.00 regardless of the length of time in use per appliance.
6. All air conditioners must be removed by October 1, of every year

To avoid possible damage to the storm window frame, call the office and we'll arrange to have a maintenance
man assist you.

Date

Tenant

Tenant

Date

Charles V. Patricelli
Executive Director

Exhibit K

30 DAY NOTICE OF INTENTION TO VACATE

TO: WATERVLIET HOUSING AUTHORITY

FROM: _____(Tenant Name)

_____(Apartment Number)

DATE OF VACATE: _____
(Minimum of 30 Days From Date Below)

SUBJECT: NOTICE TO VACATE APARTMENT

I, _____, hereby serve my 30 Day Notice to Vacate Apartment -
_____ on the _____ day of _____ 19 ____, I am moving to

Street

City

State

I must leave my apartment by the above mentioned date or be charged for an additional month rent. I am also responsible for any damages or excessive cleaning that may required such as with the refrigerator or range and any excessive garbage left in premises.

I also understand that you have the right to show the apartment to any prospective tenant prior to may vacating the apartment as long as a W.H.A. representative is present.

If I vacate prior to the above mentioned date I will notify the office and return the keys to the apartment. Upon the return of keys I may request an appointment in writing to meet with a Watervliet Housing Authority representative to inspect premises but no later than my official date mentioned above. After I vacate I understand the locks will be changed. I also realize that any belongings abandon will become the property of the Watervliet Housing Authority to dispose of as we see fit. Electricity (any accounts that are paid by the tenants) will be the responsible of the tenant until the date of vacate or the return of the keys to the apartment.

DATE

SIGNATURE

EXHIBIT L

Grievance Procedures

The purpose of this is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by the Watervliet Housing Authority to assure that tenants are offered an opportunity for a hearing if the tenant disputes within a reasonable time any WHA action or failure to act involving the tenant's lease with the WHA or WHA regulations which adversely affect the individual tenant's right, duties welfare or status.

a. The WHA grievance procedure shall be applicable to all individual grievances as defined below between the tenant and the Authority provided, that in those jurisdictions which that, prior to eviction, a tenant be given a hearing in court containing the element of due process, as defined below, the Authority may exclude for its procedure any grievance concerning an eviction or Termination of tenancy based upon a tenants criminal activity tat threatens the health, safety, or right to peaceful enjoyment of the WHA's public housing premises by other residents or employees of the WHA or any drug-related criminal activity on or near such premises. Grievance procedures are not available to tenants involved in Drug related and/or criminal activity.

b. The Authority grievance procedure shall not be applicable to disputes between tenants not involving the WHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or group of tenants and the WHA Board of Commissioners.

c. This grievance policy will be made available to any tenant and/or tenant organization and they will have time (30 days) to present written or verbal comment on all proposed changes.

1. Definitions

a. Grievance-shall mean any dispute which a tenant may have with respect to WHA action or failure to act in accordance with the individual tenant's lease or WHA regulations which adversely affect the individual tenants rights, duties, welfare or status.

b. Complainant-shall mean any tenant whose grievance is presented to the Authority in accordance with the procedures set forth below.

c. Elements of Due Process-shall mean an eviction action or a termination of tenancy in a State or local court which the following procedural safeguards are required.

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
2. Opportunity for the tenant to examine all relevant documents, records and regulations of the Authority prior to the trial for the purpose of preparing a defense.
3. Rights of the tenant to be represented by counsel, at his/her own expense.
4. Opportunity for the tenant to refute the evidence presented by the Authority including the right to confront and cross-examine affirmative legal or equitable defense which the tenant may have.
5. A decision on merits.
6. Accommodations will be made for those with disabilities.

d. Tenant- shall mean the adult person (or persons) (other than a live-in aide): 1. Who resides in the unit, and who executed the lease with WHA as lessee of the unit, or, if no such person now resides

in the unit, 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

2. Informal Settlement of Grievances

Grievance shall be personally presented, either orally or in writing to the Authority office so that it may be discussed informally and settled with out a hearing. The grievance or complaint must be signed by the complainant and filed in the office by him or his representative within a reasonable time, not in excess of five (5) working days of the WHA action or failure to act which is the basis for grievance. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the names of the participants, dates of meeting the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a hearing may be obtained if the tenant is not satisfied.

3. Request for Obtaining a Hearing

a. Request for hearing- the complainant shall submit a written request for a hearing to the Authority office within 10 days after receipt of the summary of discussion. the written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

b. Failure to request a hearing - If the complainant does not request a hearing the WHA disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the WHA action in disposing of the complaint in an appropriate judicial proceeding.

4. Selection of the Hearing Officer

The hearing shall be held before an impartial and disinterested hearing officer. The hearing officer shall be an approved arbitrator of the Albany Dispute Mediation Agency. The agency shall be requested to appoint an arbitrator to hear a grievance and shall be instructed to follow the procedures for this policy.

a. The impartial and disinterested hearing officer may not be a board member, officer or employee of the Watervliet Housing Authority or a tenant or former tenant.

b. There shall be no relative of the complainant which hears the complaint.

c. Any cost of the agency associated with the hearing shall be borne by the WHA not to exceed \$25.00 a hearing.

d. The Watervliet Housing Authority shall consult the tenant resident organization prior to the change of appointment of the hearing officer and request comments as to its appropriateness. As noted earlier the Albany Dispute Mediation Agency is currently being used by the Authority.

5. The Hearing

a. Representation:

The parties shall be entitled to a fair hearing before the Hearing officer and may be represented by counsel or another person chosen as a representative.

b. Private Hearing:

The hearing shall be private unless complainant requests and the Hearing officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.

c. Examination of Documents:

Complainant may examine before the hearing and, at his expense, copy all documents, records and regulations of the WHA that are relevant to the hearing. Any document not made available, after request therefore by the complainant, may not be relied on by the WHA at the hearing. The complainant may request, in writing, in advance and at his expense, a transcript of the hearing.

d. Previous Hearing:

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

e. Escrow Deposit:

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease requirement or other charges which the Authority claims is due, the complainant shall pay the WHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make payment shall not contest the WHA deposition of his grievance in any appropriate judicial proceeding.

1. In the event that the Hearing Officer finds in favor of the complaint, the funds on deposit in escrow shall be returned to the Tenant within two (2) working days after the written decision by the Hearing Officer has made.

2. In the event that the Hearing Officer rendered a decision in favor of the WHA, the funds in escrow shall be paid over to the WHA within ten (10) days of the Hearing Officer's decision. If the complainant intends to appeal said officer's decision, the appeal proceedings are to commence within ten days of original decision.

The funds shall remain in escrow until a final decision on the appeal is made.

f. Failure to Appear:

If the complainant fails to appear at a hearing, without justifiable reason the officer may make a determination that the complainant has waived his right to the Hearing. Such a determination contest the WHA's disposition of this grievance in an appropriate judicial proceeding.

g. Request Adjournment:

The Complainant has the right to ask for adjournment prior to the hearing if the request is approved by a majority of the Hearing Officers.

h. Complainant Required to Appear:

At the hearing the complaint must take a prima facie case, and then the burden of proof is on the WHA to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his complaint, to controvert evidence relied on by the WHA, and confront and cross-examine all witnesses on whose testimony or information the WHA relies. Hearings conducted by the Hearing Officer shall be informal, and oral or documentary evidence, pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings, as limited however, to the facts and issues raised by the complaint and answer, may be received by the Hearing Officer without regard to either that evidence would be admissible under rules of evidence employed in judicial proceedings.

6. Decisions of the Hearing Panel

a. Decision:

The decision of the Hearing officer shall be based solely on and exclusively upon facts presented at the hearing and upon applicable WHA and HUD regulations. to the extent that the decision is not inconsistent with state law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated there under, or the Annual Contributions Contract, and to the extent provided in subsection f below, the decision of the Hearing officer shall be binding on the WHA.

b. Parties Submission:

If both parties agree to prepare a proposed decision to the Hearing officer each shall submit same to the Hearing officer for its consideration.

c. Written Decision:

The Hearing officer shall prepare its written decision, including a statement of findings and conclusions; as well as the reasons or basis therefore, upon all material issues raised by the parties. This shall be done within a reasonable time after the date of the hearing. Copies thereof shall be mailed or delivered to the parties and/or their representatives. The written decision of the Hearing officer with all names and identifying references deleted, shall be maintained on file by the WHA and made available for inspection by a prospective complainant or his representative.

d. File of Decision:

Any judicial decision, or related settlement pertaining to the decision of the Hearing officer shall also be maintained on file by the WHA and made available for inspection.

e. Favorable Decision:

If the decision is in favor of the complainant, the WHA shall promptly take all required actions rendered by such decision unless the Board of Commissioners of the WHA determines and notifies the complainant in writing within 30 days that the Hearing Panel has acted arbitrarily or exceeded its authority. In such event, the Hearing officer's decision may be judicially reviewed.

7. Appeals from the Hearing Officer's Decision:

A decision by the Hearing officer which is in favor of the WHA and/or denies the complainant his requested relief in whole or in part, shall not constitute a waiver of, nor affect in any manner, whatever rights the complainant may have to a trial.

8. Notice to Vacate Premises:

a. At the time of the private conference required by Low-Rent Housing Handbook RhM 7465.1 the tenant must be informed in writing of:

1. The specific reason for the proposed eviction; and
 2. His right to request a hearing upon the proposed eviction within five working days from the date of the conference.
- b. If the tenant has requested a hearing on the proposed eviction and the Hearing officer by its decision upholds the WHA's proposal to evict, an action to regain possession may not be commenced until after the Tenant's right to use and/or occupy the premises has been terminated by lawful notice. Such notice to vacate may not be given prior to the date on which the Hearing officer's decision upholding the proposed eviction is delivered or mailed to the tenant.
- c. When such notice to vacate is given to the Tenant, he must be informed in writing that;

1. If he fails to quit the premises within three days, appropriate legal action (dependent on State Law) will be brought against him;
2. If suit is brought against him, he will be required to pay court costs and attorney fees incurred once a court order has been obtained through Judicial proceedings.
3. If he chooses to contest the legal action, the WHA must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

Section 1: General Information/History

- A. Amount of PHDEP Grant \$ 70,142
- B. Eligibility type (Indicate with an "x") N1_____ N2_____ R x
- C. FFY in which funding is requested 2000-2001
- D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The Community Council has concentrated on programs that will educate the children and parents in programs that will improve their daily challenges. Our programs of after school, TV education has proven to be a valuable tool in helping educate our residents. With the help of the Student Assistance Counselor we can identify potential problems before they occur and help the family deal with the problem. Our low crime, reduction of at risk children in our school system are all criteria we evaluate our programs.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Michael J. Day	90	204
A. Hilton	30	48
Daniel P. Quinn	60	65
Edwin Joslin	58	146
Eugene Hanratta	68	79

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

6 Months_____ 12 Months_____ 18 Months_____ 24 Months x Other _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	\$136,710	NY06DEP0250195	0		
FY 1996	\$153,000	NY06DEP0250196	0		
FY 1997	\$91,800	NY06DEP025197	0		
FY1998	\$91,800	NY06DEP025198	\$28,080	NONE	12/22/00
FY 1999	\$67,302	NY06DEP025199	\$64,302	NONE	10/31/01

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

The children are our biggest asset and we concentrate on providing services to meet their daily needs and help them achieve more than if we were not involved. We hire over 30 children each year to work, we encourage participation in sporting programs, summer camps and work one on one with many of the children. Many of our staff are coaches in many of the programs and we strive for a community and family involvement.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY __ PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	\$5,000
9120 - Security Personnel	
9130 - Employment of Investigators	\$3,000
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	\$20,200
9170 - Drug Intervention	\$41,942
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	\$70,142

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement					Total PHDEP Funding: \$5,000		
Goal(s)	Provide immediate investigation of possible drug activity by police in addition to regular services						
Objectives	To give police the financial ability to investigate drug activity for increased overtime						
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1. Surveillance			01/01	01/01/02	5,000		No of drug arrests
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators					Total PHDEP Funding: \$3,000		
Goal(s)	Provide surveillance to private investigator when police Surveillance is unavailable.						
Objectives	To provide a safe environment to all residents where drug or illegal activity may be present						
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Surveillance			01/01	01/01/02	3,000		No of evictions
2.							
3.							

9140 - Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$0		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$20,200		
Goal(s)	Increase the self esteem of both parents and children through quality programming for the children						
Objectives	Work with children on a one to one basis to help identify the problems that they may have and provide assistance to them and their parents.						
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Student Assistant Counselor	75	250	06/01	08/02	18,200		Reduction of at risk children in school and grades in comparison with other children.
2. Civic Center Day Campers hips	45	200	06/01	08/02	2,000		# of children attending camp.

9170 - Drug Intervention					Total PHDEP Funding: \$41,942		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. In Home education	500	1000	01/00	01/01/02	20,000		Evaluation feedback sheets
2. After School/before School	50	100	01/00	01/01/02	21,942		No. of children attending and review of their school grades achievements.
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
9110	30%	\$1,500	30%	\$1,500
9120				
9130				
9140				
9150				
9160	30% activities 1,2	\$6,060	75%	\$15,150
9170	50% activities 1,2	\$19,551	75%	\$29,326
9180				
9190				
TOTAL	40%	\$27,111	68%	\$45,976

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

**WATERVLIET
HOUSING
AUTHORITY
SECTION 8
ADMINISTRATIVE
PLAN**

JUNE 28, 2000

**Watervliet Housing Authority
Section 8 Administrative Plan
June 26, 2000**

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the WATERVLIET Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the WATERVLIET Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the WATERVLIET Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the WATERVLIET Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The WATERVLIET Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The WATERVLIET Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the WATERVLIET Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the WATERVLIET Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the WATERVLIET Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the WATERVLIET Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the WATERVLIET Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The WATERVLIET Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

3. 1. Would the accommodation constitute a fundamental alteration? The WATERVLIET Housing Authority's business is housing. If the request would alter the fundamental business that the WATERVLIET Housing Authority conducts, that would not be reasonable. For instance, the WATERVLIET Housing Authority would deny a request to have the WATERVLIET Housing Authority do grocery shopping for the person with disabilities.
- 4.
5. 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the WATERVLIET Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the WATERVLIET Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the WATERVLIET Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the WATERVLIET Housing Authority's programs and services, the WATERVLIET Housing Authority retains the right to select the most efficient or economic choice.

3. The cost necessary to carry out approved requests will be borne by the WATERVLIET Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the WATERVLIET Housing Authority will seek to have the same entity pay for any restoration costs.
3. If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.
4. Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The WATERVLIET Housing Authority will endeavor to seek access to people who speak languages other than English to assist non-English speaking families.

1.6 FAMILY/OWNER OUTREACH

The WATERVLIET Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means. We also have access to Channel 17 WVLT which is able to reach all city residents that subscribe to our local cable access.

To reach persons who cannot or do not read newspapers the WATERVLIET Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The WATERVLIET Housing Authority will also try to utilize public service announcements.

The WATERVLIET Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The WATERVLIET Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;

- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the WATERVLIET Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet WATERVLIET Housing Authority staff.

The WATERVLIET Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

The WATERVLIET Housing Authority will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all WATERVLIET Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2.0 WATERVLIET Housing Authority/Owner Responsibility Obligation of the Family

This Section outlines the responsibilities and obligations of the WATERVLIET Housing Authority, the Section 8 Owners/Landlords, and the participating families.

2.1 WATERVLIET HOUSING AUTHORITY RESPONSIBILITIES

- A. The WATERVLIET Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the WATERVLIET Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the WATERVLIET Housing Authority must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help people with disabilities find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 - 12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust WATERVLIET Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the WATERVLIET Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain WATERVLIET Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain WATERVLIET Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Preparing and furnishing to the WATERVLIET Housing Authority information required under the HAP contract.
 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying the WATERVLIET Housing Authority sixty (60) days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information
1. The family must supply any information that the WATERVLIET Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the WATERVLIET Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing WATERVLIET Housing Authority Inspection

The family must allow the WATERVLIET Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the WATERVLIET Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the WATERVLIET Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The WATERVLIET Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the WATERVLIET Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the WATERVLIET Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the WATERVLIET Housing Authority if any family member no longer resides in the unit.
4. If the WATERVLIET Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The WATERVLIET Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the WATERVLIET Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the WATERVLIET Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any WATERVLIET Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the WATERVLIET Housing Authority for this purpose. The family must promptly notify the WATERVLIET Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the WATERVLIET Housing Authority for absences exceeding 30 days. The WATERVLIET Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the WATERVLIET Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 Eligibility for Admission

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the WATERVLIET Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

3.
 4. A. Family status.
 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
15. 2. An **elderly family**, which is:
 16. a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
- 15. 5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 6. A **remaining member of a tenant family**.
- 15. 7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- 3. B. Income eligibility
- 4.
 - 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:
 - a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
 - 15. f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
 - 17.
 - 18. 2. Income limits apply only at admission and are not applicable for

continued occupancy; however, as income rises the assistance will decrease.

19.

20. 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

21.

22. 4. Families who are moving into the WATERVLIET Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.

23.

24. 5. Families who are moving into the WATERVLIET Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the WATERVLIET Housing Authority program.

15. 6. Income limit restrictions do not apply to families transferring units within the WATERVLIET Housing Authority Section 8 Program.

3.

C. Citizenship/Eligible Immigrant status

15. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

15. Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance(See Section 11.5(K) for calculating rents under the noncitizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

3. D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

3. E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the WATERVLIET Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the WATERVLIET Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

15. F. Suitability for tenancy

16.

17. The WATERVLIET Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The WATERVLIET Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the WATERVLIET Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

18.

19. The WATERVLIET Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the WATERVLIET Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

4.0 Managing the Waiting List

4.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 *TAKING APPLICATIONS*

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: **2400 Second Ave. Watervliet.**

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the WATERVLIET Housing Authority jurisdiction, the WATERVLIET Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The WATERVLIET Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the 2400 Second Ave. Watervliet on Monday – Friday from the hours of 8 am to 4 pm. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the WATERVLIET Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the WATERVLIET Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 518-273-4717.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the WATERVLIET Housing Authority will make a preliminary determination of eligibility. The WATERVLIET Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the WATERVLIET Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The WATERVLIET Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The WATERVLIET Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the WATERVLIET Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The WATERVLIET Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

4.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The WATERVLIET Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the WATERVLIET Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.6 PURGING THE WAITING LIST

The WATERVLIET Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the WHA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section XI.

If the representative of the WHA makes a determination in favor of the applicant or participant, the WHA will comply with decision unless the WHA is not bound by a hearing decision concerning a matter for which the WHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

Letters Mailed to Applicants by the WHA: If an applicant claims they did not receive a letter mailed by the WHA, that requested the applicant to provide information or to attend an interview, the WHA will determine whether the letter was returned to the WHA. If the letter was not returned to the WHA, the applicant will be assumed to have received the letter.

If the letter was returned to the WHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the WHA, in writing, if their address changes during the application

process.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The WATERVLIET Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

4.8 GROUNDS FOR DENIAL

The WATERVLIET Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- F. Currently owe rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the

premises by other residents. The WATERVLIET Housing Authority may waive this requirement if:

1. The person demonstrates to the WATERVLIET Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 3. The person has otherwise been rehabilitated successfully; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any WATERVLIET Housing Authority staff member or resident;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life);
- O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the WATERVLIET Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The WATERVLIET Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the WATERVLIET Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the WATERVLIET Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

3.

4.10 INFORMAL REVIEW

If the WATERVLIET Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the WATERVLIET Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the

decision within 10 business days of the denial. The WATERVLIET Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

4.11 MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the WHA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the WATERVLIET Housing Authority will use the assistance for those families.

5.2 PREFERENCES

Consistent with the WATERVLIET Housing Authority Agency Plan, the WATERVLIET Housing Authority will select families based on the following preferences.

- A. Watervliet Residents
- B. Former Residents of Watervliet
- C. Elderly residents or Disabled residents.
- D. All other applicants who do not meet the definitions in the other preference categories.

The WATERVLIET Housing Authority will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the WATERVLIET Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 Assignment of Bedroom Sizes (subsidy Standards)

The WATERVLIET Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the WATERVLIET Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex can share a bedroom.
- B. Children of the opposite sex, both under the age of 5, will share a bedroom.
- C. Adults and children will not be required to share a bedroom.

- D. Foster adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The WATERVLIET Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the WATERVLIET Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

When the WATERVLIET Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the WATERVLIET Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the WATERVLIET Housing Authority that may be available;
- O. The family's obligations under the program;

- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. WATERVLIET Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The WATERVLIET Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 *ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY*

Beginning October 1, 1999, the WATERVLIET Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 22.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the WATERVLIET Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 *TERM OF THE VOUCHER*

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the WATERVLIET Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

The WATERVLIET Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the tenant;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term and any provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 WATERVLIET HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;

- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
1. premises by tenants, WATERVLIET Housing Authority employees or owner employees; or
 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless the WATERVLIET Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The WATERVLIET Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The WATERVLIET Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 Moves With Continued Assistance

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The WATERVLIET Housing Authority will issue the family a new voucher if the family does not owe the WATERVLIET Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the WATERVLIET Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the WATERVLIET Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;

- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the WATERVLIET Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the WATERVLIET Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the WATERVLIET Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the WATERVLIET Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the WATERVLIET Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required

to provide the certified mail receipt and a copy of the lease termination notice to the WATERVLIET Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 Portability

8.1 *GENERAL POLICIES OF THE WATERVLIET HOUSING AUTHORITY*

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the WATERVLIET Housing Authority at the time the family first submits its application for participation in the program to the WATERVLIET Housing Authority may lease a unit anywhere in the jurisdiction of the WATERVLIET Housing Authority or outside the WATERVLIET Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the WATERVLIET Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the WATERVLIET Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the WATERVLIET Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the WATERVLIET Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the WATERVLIET Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the WATERVLIET Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

8.2 *INCOME ELIGIBILITY*

A.

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B.

If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 *PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY*

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 *PORTABILITY PROCEDURES*

- A. When the WATERVLIET Housing Authority is the Initial Housing Authority:
 - 1. The WATERVLIET Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The WATERVLIET Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. The WATERVLIET Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. The WATERVLIET Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
 - 5. The WATERVLIET Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the WATERVLIET Housing Authority is the Receiving Housing Authority:
 - 1. When the portable family requests assistance from the WATERVLIET Housing Authority, the WATERVLIET Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the WATERVLIET Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
 - 2. The WATERVLIET Housing Authority will issue a voucher to the family. The term of the WATERVLIET Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The WATERVLIET Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the WATERVLIET Housing Authority during the term of the WATERVLIET Housing Authority's voucher.

3. The WATERVLIET Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the WATERVLIET Housing Authority's subsidy standards.
4. The WATERVLIET Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the WATERVLIET Housing Authority opts to conduct a new reexamination, the WATERVLIET Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the WATERVLIET Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the WATERVLIET Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
7. The WATERVLIET Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by the WATERVLIET Housing Authority

1. If funding is available under the consolidated ACC for the WATERVLIET Housing Authority's Voucher Program when the portable family is received, the WATERVLIET Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the WATERVLIET Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the WATERVLIET Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME*

To determine annual income, the WATERVLIET Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the WATERVLIET Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 *INCOME*

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

3. 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- 4.
5. 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets

from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- 6.
7. 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- 8.
9. 4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- 10.
11. 5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- 12.
13. 6. Welfare assistance.
 - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need

by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 3. 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - 4.
 - 5. 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
3. 12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

3. 13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.
- 4.
5. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work-Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- 3.
4. C. For any family that is not an elderly or disabled family but has a member

(other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

- 5.
6. D. For any elderly or disabled family:
 8. 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 9.
 10. 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 11.
 12. 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- 13.
14. E. Child care expenses.

10.0 Verification

The WATERVLIET Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the WATERVLIET

Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

When third party verification cannot be obtained, the WATERVLIET Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the WATERVLIET Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the WATERVLIET Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the WATERVLIET Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a 	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	program	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

3. The citizenship/eligible noncitizen status of each family member regardless of age must be determined.
3. Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)
3. Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
3. Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The WATERVLIET Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The WATERVLIET Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the WATERVLIET Housing Authority will mail information to the INS so a manual check can be made of INS records.
3. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.
3. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.
3. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
- 4.
5. If no family member is determined to be eligible under this Section, the family's

admission will be denied.

3. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.
3. If the WATERVLIET Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

3. Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.
3. The best verification of the Social Security Number is the original Social Security card. If the card is not available, the WATERVLIET Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.
3. If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. The WATERVLIET Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.
3. If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.
- 4.
5. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 Rent and Housing Assistance Payment

11.1 GENERAL

After October 1, 1999, the WATERVLIET Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 22.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the WATERVLIET Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

11.4.1 SETTING THE PAYMENT STANDARD

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The WATERVLIET Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The WATERVLIET Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The WATERVLIET Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may

increase or decrease while another remains unchanged. The WATERVLIET Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.5 ASSISTANCE AND RENT FORMULAS

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of monthly income
- 2. 30% of adjusted monthly income
- 3. Minimum rent
- 4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

The WATERVLIET Housing Authority has set the minimum rent as \$50. However, if the family requests a hardship exemption, the WATERVLIET Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the WATERVLIET Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and

- ii. The new family unit size must be used to determine the payment standard.

2. The WATERVLIET Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

E. Rent for Families under the Noncitizen Rule

3.

4. A mixed family will receive full continuation of assistance if all of the following conditions are met:

- 1. The family was receiving assistance on June 19, 1995;
- 2. The family was granted continuation of assistance before November 29, 1996;
- 3. The family's head or spouse has eligible immigration status; and
- 4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The WATERVLIET Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the WATERVLIET Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented

for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

3.

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the **Section 8 Eligibility Assistant**.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

3.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the WATERVLIET Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the WATERVLIET jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the WATERVLIET Housing Authority.

11.8 CHANGE OF OWNERSHIP

The WATERVLIET Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the WATERVLIET Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the WATERVLIET Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The WATERVLIET Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 Inspection, Policies, Housing Quality Standards, AND DAMAGE CLAIMS

The WATERVLIET Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The WATERVLIET Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the WATERVLIET Housing Authority will only schedule one more inspection. If the family misses two

inspections, the WATERVLIET Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the WATERVLIET Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the WATERVLIET Housing Authority will take prompt and vigorous action to enforce the owner obligations. The WATERVLIET Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - 3. The WATERVLIET Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the WATERVLIET Housing Authority and the WATERVLIET Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any WATERVLIET Housing Authority approved extension).
 - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the WATERVLIET

Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any WATERVLIET Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the WATERVLIET Housing Authority will take prompt and vigorous action to enforce the family obligations. The WATERVLIET Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement
The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

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The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirement
The water supply must be free from contamination.
2. Acceptability Criteria
The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions
 - a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
 - b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
 - c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
 - d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
 - e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
 - f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).
2. Performance Requirements
 - a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

- i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
- i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 10 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.
 - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by

wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

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The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The WATERVLIET Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the WATERVLIET Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

- A. **Correcting Initial HQS Fail Items**
The WATERVLIET Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the WATERVLIET Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

- B. **HQS Fail Items for Units under Contract**
The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the WATERVLIET Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the WATERVLIET Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

- C. **Time Frames for Corrections**
 - 1. Emergency repair items must be abated within 24 hours.
 - 2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
 - 3. Non-emergency items must be completed within 10 days of the initial inspection.
 - 4. For major repairs, the owner will have up to 30 days to complete.
- D. **Extensions**
At the sole discretion of the WATERVLIET Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the WATERVLIET Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe

weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the WATERVLIET Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the WATERVLIET Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the WATERVLIET Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

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- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The WATERVLIET Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the WATERVLIET Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The WATERVLIET Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the WATERVLIET Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the WATERVLIET Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the WATERVLIET Housing Authority. This shall be done by either paying the full amount due immediately upon the WATERVLIET Housing Authority requesting it or through a Repayment Agreement that is approved by the WATERVLIET Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

14.0 Rcertification

14.0.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the WATERVLIET Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the WATERVLIET Housing Authority of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the WATERVLIET Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the WATERVLIET Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the WATERVLIET Housing Authority is not required for changes other than those specified in A, B, or C above.

14.1 ANNUAL REEXAMINATION

At least annually the WATERVLIET Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The WATERVLIET Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the WATERVLIET Housing Authority will determine the family's annual income and will calculate their family share.

14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

3. The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.
3. If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.
3. If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

4.

14.1.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the WATERVLIET Housing Authority taking action to terminate the family's assistance.

3.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

3. Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.
3. Families are required to report the following changes to the WATERVLIET Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.
 15. A. A member has been added to the family through birth or adoption or court-awarded custody.
16. B. A household member is leaving or has left the family unit.
 - C. Family break-up
In circumstances of a family break-up, the WATERVLIET Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:
 1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the WATERVLIET Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the WATERVLIET Housing Authority will make determinations on a case by case basis.

The WATERVLIET Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

15.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The WATERVLIET Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the WATERVLIET Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

3. Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the WATERVLIET Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

14.2.1 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the WATERVLIET Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

3. If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.
3. If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.0 Termination of assistance to the family by the WATERVLIET Housing Authority

The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the WATERVLIET Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the WATERVLIET Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

16.0 COMPLAINTS, INFORMAL REVIEWS, FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The WATERVLIET Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The WATERVLIET Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

- A. Informal Review for the Applicant
The WATERVLIET Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the WATERVLIET Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.
- B. When an Informal Review is not Required
WATERVLIET Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:
 - 1. A determination of the family unit size under the WATERVLIET Housing Authority subsidy standards.
 - 2. A WATERVLIET Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

3. A WATERVLIET Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A WATERVLIET Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A WATERVLIET Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the WATERVLIET Housing Authority.

C. Informal Review Process

The WATERVLIET Housing Authority will give an applicant an opportunity for an informal review of the WATERVLIET Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the WATERVLIET Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the WATERVLIET Housing Authority decision.
3. The WATERVLIET Housing Authority will notify the applicant of the WATERVLIET Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the WATERVLIET Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
 3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
- E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the WATERVLIET Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

- A. When a Hearing is Required
1. The WATERVLIET Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following WATERVLIET Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and WATERVLIET Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the WATERVLIET Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the WATERVLIET Housing Authority subsidy standards.
 - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the WATERVLIET Housing Authority subsidy standards, or the WATERVLIET Housing Authority determination to deny the family's request for an exception from the standards.

- e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the WATERVLIET Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the WATERVLIET Housing Authority will give the opportunity for an informal hearing before the WATERVLIET Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The WATERVLIET Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the WATERVLIET Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the WATERVLIET Housing Authority schedule of utility allowances for families in the program.
4. A WATERVLIET Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A WATERVLIET Housing Authority determination not to approve a unit or lease.
6. A WATERVLIET Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the WATERVLIET Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A WATERVLIET Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the WATERVLIET Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the WATERVLIET Housing Authority will notify the family that the family may ask for an explanation of the basis of the WATERVLIET Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the WATERVLIET Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The WATERVLIET Housing Authority and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any WATERVLIET Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the WATERVLIET Housing Authority does not make the document(s) available for examination on request of the family, the WATERVLIET Housing Authority may not rely on the document at the hearing.
 - b. The WATERVLIET Housing Authority will be given the opportunity to examine, at the WATERVLIET Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The WATERVLIET Housing Authority will be allowed to copy any such document at the WATERVLIET Housing Authority's expense. If the family does not make the document(s) available for examination on request of the WATERVLIET Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family
At its own expense, a lawyer or other representative may represent the family.
3. Hearing Officer
 - a. The hearing officer will be someone designated by the Office of Dispute Mediation in Albany. Such an agency is not party to the Authority and will be impartial in making decisions.
 - b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the WATERVLIET Housing Authority hearing procedures.

4. Evidence

The WATERVLIET Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision
The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision
The WATERVLIET Housing Authority is not bound by a hearing decision:
 - a. Concerning a matter for which the WATERVLIET Housing Authority is not required to provide an opportunity for an informal hearing under

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this Section, or that otherwise exceeds the authority of the person conducting the hearing under the WATERVLIET Housing Authority hearing procedures.

- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the WATERVLIET Housing Authority determines that it is not bound by a hearing decision, the WATERVLIET Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the WATERVLIET Housing Authority will consider evidence of whether the household member:

- 1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- 3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the WATERVLIET Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

17.0 Termination of the Lease and Contract

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the WATERVLIET Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the WATERVLIET Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the WATERVLIET Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
- 3. By mutual agreement
The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

- 1. Automatic termination of the contract
 - a. If the WATERVLIET Housing Authority terminates assistance to the family, the contract terminates automatically.
 - b. If the family moves out of the unit, the contract terminates automatically.
 - c. 180 calendar days after the last housing assistance payment to the owner.
- 2. Termination of the contract by the owner
The owner may only terminate tenancy in accordance with lease and State and local law.
- 3. Termination of the HAP contract by the WATERVLIET Housing Authority
The Housing Authority may terminate the HAP contract because:
 - a. The Housing Authority has terminated assistance to the family.
 - b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
 - c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
 - d. When the family breaks up and the WATERVLIET Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
 - e. The WATERVLIET Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
 - f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for

- the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
 - g. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.
 - 4. Final HAP payment to owner
The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 Charges Against the Section 8 Administrative Fee Reserve

Occasionally, it is necessary for the WATERVLIET Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law and the Watervliet Housing Authority Procurement Policy.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the WATERVLIET Housing Authority against costs associated with any judgement of infringement of intellectual property rights.

20.0 WATERVLIET HOUSING AUTHORITY OWNED HOUSING “Deleted”

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the WATERVLIET Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the WATERVLIET Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the WATERVLIET Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy shall be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the WATERVLIET Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The WATERVLIET Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The WATERVLIET Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the WATERVLIET Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The WATERVLIET Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553. A Housing Choice Voucher will be issued sooner if requested

23.0 FAMILY SELF-SUFFICIENCY PROGRAM:

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 rental certificate program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

This WHA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following and meets the requirements of Interim HUD Notice 93-24, issued May 27, 1993:

1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 certificate assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criteria is listed below:
 - A. Fifty (50) percent of the WHA's slots will be allocated to Section 8 certificate participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
 - B. The remaining fifty (50) percent of the WHA's slots will be filled based on the date and time a family expresses interest in the FSS program. The WHA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the WHA is contacted by the family and an interest is expressed in the program.
The WHA will keep records for a period of not less than three years, which documents how family's were selected for participation in the FSS program.
2. Termination of FSS: If the FSS participant under reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the WHA will not credit the family's escrow account with any portion of the back rent.
 - A. Description of how Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Section 8 assistance is terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The WHA is never required to terminate Section 8 assistance as a consequence of termination of the FSS contract.
 - B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participate in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe a funds to a WHA.
 - C. If a FSS participant moves from another WHA's jurisdiction with continued Section 8 assistance this WHA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the WHA's guidelines for selection and participation in FSS program.
3. Reduction of Required FSS Program. WHA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when a WHA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

SELF-SUFFICIENT ACTION PLAN

**Watervliet Housing Authority
Section 8 Administrative Plan
June 26, 2000**

The Watervliet Housing Authority shall have a Family Self - Sufficiency Program in place and operating by 1993 in conjunction with the existing Section 8 Programs.

The program shall focus on the unemployed and underemployed members of the local community who have applied for participation on Watervliet's Section 8 Programs. Rental assistance programs shall be coupled with career and personal counseling, job training and placement, child care, transportation, adult basic education, and literacy training.

The city of Watervliet, New York will initiate its Self Sufficiency program through the recruitment of twenty five (25) very low income families.

The 1990 census shows Watervliet's population at 11,061. The medium age is 34 years old, making it one of the highest in the state of New York. This is also consistent with the fact that over 80% of the housing stock was built prior to 1939. Approximately 2,345 households of the 4,885 (48%) have a household income under \$24,000. The average household has 2.6 persons. In addition, the per capita income is \$12,973. In addition there are over 50% of the 5,145 units of apartments 2 family units. There are presently 15 on the 1 bedroom, 50 on the 2 bedroom, 49 on the 3 bedroom and 5 on the 4 bedroom Section 8 waiting list. Therefore, the information supports our vast concentration on the 2 bedroom household.

A great many of the families that we will be working with under Family Self Sufficiency are ill prepared to care for a family as most of them became parents at a very early age. This resulted in many of them not completing their education. Unfortunately, they lack the necessary skills to find work or maintain employment. Without these much needed skills they are unable to provide adequately for themselves or their families.

Many of the reasons they find as barriers to adequate help are lack of transportation, affordable day care, lack of their own confidence to secure or keep a job to name but a few.

After extensive interviews with individual families, additional needs will clearly surface and have to be addressed as we go along.

The Watervliet Office will work with all applicants of the Section 8 Program.

The Section 8 Officer meets initially with these potential FSS families and together they go over what is called a CHOICES application. This application finds the needs of the families plus the families own interest in the Family Self Sufficiency Program.

The Section 8 Officers Worker will be responsible for the day-to-day relationship with these families. We will work on a staggered basis, beginning with as few as five (5) families. This day-to-day work will continue until such a time that the staff person is secure in the knowledge that the families are applying for and receiving the necessary services that will enable them to reach their goals of Family Self Sufficiency.

The Section 8 Officer will then work out with a second group of five families while still working with the first group but much less closely. This will continue until all families are on their way to self sufficiency.

The activities and supportive services to be provided by public and private resources include, but are not limited to, education, job training, learning skills necessary to obtain and keep employment, obtaining employment, transportation, and child care, counseling as required, development of parental skills, budgeting and homemaking skills. Supportive services may include Albany County Social Service benefits, including Child Assistance Program and the other Social Supportive Programs, including Food Stamps and Medicaid, until such a time when these services are no longer required.

The needs will be identified through two interviews; the first to be an in-depth office interview and the second will be more family oriented, at the home of the participating family. The Suburban Albany County Family Self Sufficiency's Screening/Planning Committees has consolidated five forms which will be utilized to obtain maximum information necessary to assist the family to identify needs of the family and to set goals.

Public and private resources expected to be available include the ALBANY COUNTY SOCIAL SERVICES, including JOBS, JTPA, CHILD CARE ASSISTANCE PROGRAMS, and other LABOR PROGRAMS, THE ADULT LEARNING CENTER, ECONOMIC OPPORTUNITY COMMISSION, HUDSON VALLEY COMMUNITY COLLEGE PROGRAMS, including PACE, HEAD START, SETON DAY CARE, CAPITAL DISTRICT TRANSPORTATION AUTHORITY, VOCATIONAL REHABILITATION and the CHAMBERS OF COMMERCE of LATHAM and ALBANY/COLONIE; also LEONARD HOSPITAL'S SUBSTANCE ABUSE PROGRAMS. Local resources will also include the Mayor of the City of Watervliet, The City Manager, The Watervliet Community Council and the Director of Community Development.

The Suburban Albany County Family Self Sufficiency Advisory Board was established in the Spring of 1991. The election of officers, adoption of by laws and establishment of Committees took place in June, 1991.

One-Hundred (100) letters were initially sent to eligible families on the Section 8 waiting list. Additional letters will be sent to those already on the Section 8 program. There are also families on the waiting list that have shown interest from the initial CHOICES interview who will be screened as well.

The development of services and activities under the Suburban Albany County Family Self Sufficiency Program has been coordinated with both Job Opportunity and Basic Skills Programs and JTPA Programs. The Albany County Social Services Director of the Labor Department is Vice-Chairperson of the Suburban Albany County Family Self Sufficiency Advisory Board and, therefore, the Watervliet Office of Housing can assure there is no duplication of services and activities.

Watervliet Office of Housing has filed and received allocation of 15 units with the Department of Housing and Still. This consists of 12 2 bedroom and 3 bedroom units. The application is filed for this distribution because at present, our waiting list has applicants in these categories. We anticipate that most of the family self sufficiency families will fall in these categories. This does not restrict the size of the family to be served. These families may already be under rental assistance, or if on the waiting list, accommodated by a vacancy of the proper bedroom size in any of the Certificate or Voucher Programs currently under the administration of the Watervliet Office of Housing.

The City of Watervliet Office of Housing will use a seniority criteria as selection criteria. This is the date of the initial family application for rental assistance. The families already receiving rental assistance will be considered first. If sufficient families do not express interest, then the families already on the waiting list would be considered, by preference and then date of application. Those that show interest in the program and have been seen by the screening committee will also be considered.

Selection of applicants will be monthly according to the above criteria. If there is an overflow of applicants, those expressing interest during the month an overflow occurs, would be placed on a permanent waiting list at that time. Once place is established on a permanent waiting list, it will remain so until that person can be accommodated. Selection in this manner is non-discriminatory and non-subjective.

**Watervliet Housing Authority
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June 26, 2000**

Outreach efforts include and will continue to include The Troy Record, Albany Times Union, The Scene, an Albany based minority paper, NAACP, St. Joseph's Rectory in Albany, where work with Asian-Americans takes place, The International Center in Albany, who work with all Minorities. The Watervliet Community Council regularly hosts Educational Luncheons. They will devote, on a regular basis luncheons devoted exclusively to Family Self Sufficiency.

Letters will be sent continually to existing families on the Section 8 Program and those on the waiting list as well.

The waiting list will establish as previously stated, adding interested families on a monthly basis.

If a sufficient number of applicants is not obtained after initial efforts, The City of Watervliet Office of Housing will bring this to the attention of the FSS Advisory Board. The Public Relations Committee will then work with the City (or communities) to develop posters or additional press releases.

If posters are developed, the City of Watervliet Office of Housing would arrange to distribute the posters and brochures in the City's Public Buildings, such as the main lobby of City Hall and the Watervliet Public Library. Posters and brochures may also be placed in local banks, Laundromats and supermarkets.

Churches may be asked to place a brief information release in the church bulletin.

Once the family has signed a Contract of Participation and fails to comply with the requirements of the contract, the family will first (1) be given oral notification followed by written confirmation of failure to comply. The family will be advised they may lose any supportive services provided directly by the Watervliet Office of Housing, including the Family Self Sufficiency services and Escrow.

The family will be given a period of fifteen (15) days to comply with the terms of the contract or to meet with the Family Community Worker/and or Director to state reasons for non-compliance and request a modification of the Contract activities.

If the family fails to act within the fifteen(15) day period, the family will be notified that they will no longer be participating in Family Self Sufficiency (subject to same 15 day appeal procedure as under the regular Section 8 programs).

This action may cause the family to lose rental assistance as well as supportive services if the family breaks the contract in less than a period of two years based on the recommendations of the FSS Board and with the final decision of the Executive Director of Watervliet Housing Authority.

From the families who elect to participate in the Family Self Sufficiency Program must agree to work with the Family Community Worker, completing the initial interviews, including needs assessments (first two interviews). The third meeting shall consist of determining where the family wished to be five years from that date, how they can get there (goal setting), and what must be done to meet these goals.

From this third meeting, the Family Community Worker will be able to prepare an outline of activities and, together with the family, complete the Family Action Plan. Time periods will set achieving goals (amendable). By the end of the fourth meeting with the family, the contract should be in final-draft form and soon, thereafter, ready for the final review and signature.

The family must follow the Action Plan in the contract, unless changes are agreed upon with the Family Community Worker, such changes being noted by the Contract Addendum.

The Executive Director, Charles Patricelli, presently serves on many boards; such as Visiting Nurse Association, Watervliet Civic Center, United Way, Al. Co. Youth Bureau, Watervliet Community Council. These are all boards which serve the population of which we are serving.

The above Action Plan has been coordinated with the Mayor of the City of Watervliet, the Planning/Screening committee of the Suburban Albany County Family Self Sufficiency Board, and finally, reviewed and approved by the Suburban Albany County Family Self Sufficiency Board, at it's September 26th. meeting.

15. MONITORING PROGRAM PERFORMANCE

On a monthly basis the WHA office staff responsible for administering the program, will meet to discuss the elements of the programs and progress to date in relation to anticipated results.

Possible alternatives are listed in some previous sections of the plan should problems be encountered. At each monthly meeting, through the brainstorming process, the office staff will be invited to come up with alternative ideas which may add strength to the weak portions of the program.

The public media (newspaper, etc.) would be particularly encouraged to write special informational articles or write about elements of the programs needing more coverage.

When a need for technical assistance is determined, the office will seek the services of HUD and/or other communities engaged in a similar program where shared experiences may be mutually helpful.

Tenant and landlord input would be assured if the WHA continues periodically to conduct informational and briefing sessions.

In all phases of implementation the WHA office will maintain broad flexibility and be willing to test new ideas which may lead to the eventual overall success of the programs.

The Executive Director, Charles V. Patricelli, will monitor achievement of the leasing schedules by meeting with the Project Officers weekly to discuss progress and any difficulties encountered with meeting reasonable leasing schedule.

The adequacy of the Payment Standards is reviewed during the re - examination process which takes place for the month of September of each year.

Glossary

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's

findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the State SSI benefit level.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - (1) is expected to be of long-continued and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and
- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:

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- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
- (2) Documentation such as a copy of a birth certificate or bank statement
- (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare -to-Work (MTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act

HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment